



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

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Third District

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Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 16, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES: AGREEMENT WITH
MISYS HEALTHCARE SYSTEMS FOR PROFESSIONAL SERVICES
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)
CIO RECOMMENDATION: APPROVE (X)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Agreement (Agreement) with Misys Hospital Systems, Inc. d/b/a Healthcare Systems (Misys) for the provision of professional services (Exhibit I), including interface building for the clinical Laboratory Information System (LIS) at the LAC+USC Medical Center (LAC+USCMC) relating to the relocation of LAC+USCMC to the replacement facility, effective date of Board approval for a one-year term, with the option for two (2) one-year extensions, at a maximum obligation of \$1,210,083. The amount for the one-year term is \$762,455 and the amount for the optional two year extensions will not exceed \$308,778 in year two and \$138,850 in year three.
2. Delegate authority to the Director and Chief Medical Officer of Health Services (Director), or his designee, to exercise the extension options under the terms of this Agreement, and to sign two (2) one-year extensions, subject to the review and approval by County Counsel, the Chief Executive Office and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving this recommended action, the Board is authorizing the Director of Health Services, or his designee, to sign an Agreement for professional services relating to, and required for, the move of the LAC+USCMC laboratory to the replacement facility.

LAC+USCMC is in the process of moving to the LAC+USCMC replacement facility. Under this proposed professional services Agreement, Misys will provide technical expertise and personnel resources to assist laboratory personnel to develop interfaces for approximately 40 laboratory instruments, move and test existing instruments and peripheral devices at the replacement facility laboratory, and assist with performing integrated testing and validation activities, as required, in preparation for LIS operations for the opening of the LAC+USCMC replacement facility. Misys is the vendor currently providing its proprietary LIS software for LAC+USCMC, which will be interfaced with the LIS equipment at the LAC+USCMC replacement facility.

Implementation of Strategic Plan Goals

This proposed Agreement supports the County's Strategic Plan Goal No. 3 of Organizational Effectiveness by providing the ability to enhance existing LIS functionality, while ensuring an efficient migration of the LIS to the LAC+USCMC replacement facility.

FISCAL IMPACT/FINANCING

The recommended Agreement establishes a maximum contract obligation of \$1,210,083 (FY 2007-08 amount is \$762,455, FY 2008-09 amount is \$308,778, and FY 2009-10 amount is \$138,850).

Funding is included in the LAC+USC Healthcare Network's FY 2007-08 Adopted Budget and will be requested as a continuing appropriation in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Misys provides the LIS software and maintenance support for LAC+USCMC. As the proprietary owner of LIS, Misys is the only vendor qualified to provide the services required for effective migration of the LAC+USCMC laboratory to the replacement facility.

The Agreement also contains a provision for supplemental professional services, which may be used at County's discretion, for additional unanticipated work on the LIS relating to the facility move; costs for these services will be covered within the maximum contract obligation.

Misys is committed to completing all required work in time for the opening of the LAC+USC replacement facility.

On July 22, 2007, following completion of the negotiations between the County and Misys, Misys signed a definitive agreement to transfer the ownership of its Diagnostic Systems business to Vista Equity Partners, a San Francisco-based private equity firm that invests in software and technology-enabled companies. The agreement covers all business assets, technology and products associated with the current hospital systems diagnostic portfolio, including the Misys Laboratory, Commercial Laboratory and Clinical Financial products, as well as stand-alone systems for Radiology and Pharmacy departments.

Misys anticipates that the actual acquisition will probably take place in two to three months and will be followed by the company's name change. On June 12, 2007, the Board approved delegated authority to the Director, or his designee to execute amendments for contract assignments and delegations and contractors' name change. Following the approval of this Agreement and once the acquisition and name change take place, the Department will notify the Board of its intent to exercise their delegated authority to execute a subsequent amendment.

Attachment A provides additional information.

Attachment B includes the Chief Information Officers concurrence with the Department's recommendation.

County Counsel has reviewed and approved Exhibit I as to use and form.

CONTRACTING PROCESS

The products and services covered under the proposed Agreement were not advertised on the Office of Small Business Countywide Web Site as a contracting opportunity, because DHS determined that the requirements are for the provision of technical services for LIS, a proprietary system, for which the current contractor is uniquely qualified to perform. To select a new contractor at this time would be extremely costly to County and potentially jeopardize the opening of the LAC+USCMC replacement facility.

A sole source letter is on file with the Department.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Board's approval of the recommended Agreement will provide DHS the ability to ensure an efficient migration of the LIS at the LAC+USCMC replacement facility. The

Honorable Board of Supervisors
October 16, 2007
Page 4

delivery of healthcare services at LAC+USCMC relies on LIS. Without this professional services agreement, the availability of the LIS may be adversely impacted by, and during, the migration of the system to the LAC+USCMC replacement facility.

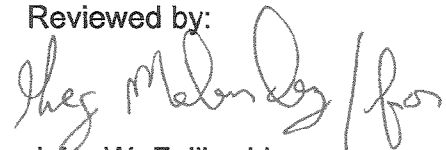
When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

Reviewed by:



John W. Fullinwider
Chief Information Officer

WTF:SRH:SAS
DRJ:LT:bjs

Attachments (3)

c: County Counsel
Director and Chief Medical Officer, Department of Health Services
Chief Information Officer

101607_DHS_MISYS

SUMMARY OF AGREEMENT1. TYPE OF SERVICE:

Under the proposed professional services Agreement (Agreement), MISYS will provide technical expertise and personnel resources to assist laboratory personnel to develop interfaces for approximately 40 (forty) laboratory instruments, move and test existing instruments and peripheral devices at the LAC+USCMC Replacement Facility laboratory, and assist with performing integrated testing and validation activities as required, in preparation for CLIS operations for the opening of the LAC+USCMC replacement facility. LAC+USCMC laboratory staff must and shall continue performing normal operations while MISYS performs these professional services.

2. AGENCY ADDRESS AND CONTACT PERSON:

Misys Healthcare Systems, Inc.
 250 S. Williams Center Blvd.
 Tucson, AZ 85711
 George Buchanan, Director of Commercial Operations
 Telephone: (520) 570-2444
 E-Mail Address: George.Buchanan@misyshealthcare.com

3. TERM:

The Agreement will be effective as of the date of approval by County's Board of Supervisors for one year, with two one year extensions.

4. FINANCIAL INFORMATION:

The fiscal impact related to this action is \$1,210,083 and is detailed as follows:

FACILITY	FY 2007-08	FY 2008-09	FY 2009-10	TOTAL
LAC+USCMC	\$762,455	\$308,778	\$138,850	\$1,210,083

Funding for this agreement is included in the LAC+USC Healthcare Network's FY 2007-08 Adopted Budget, and will be requested by the Department for future fiscal years.

5. PRIMARY GEOGRAPHIC AREA TO BE SERVED:

LAC+USC Healthcare Network

6. DESIGNATED ACCOUNTABLE FOR PROGRAM EVALUATION:

Dennis Anderson, Director of Lab Data Systems
 LAC+USC Medical Center, 1200 N. State St., General Hospital Room 2180
 Los Angeles, CA 90033
 Telephone: (323) 226-7110
 E-Mail Address: danderson@lacusc.org

7. APPROVALS:

LAC+USC Healthcare Network:	Pete Delgado, Chief Executive Officer
Information Technology:	Patrick Anderson, DHS Chief Information Officer
County Chief Information Officer:	Jon W. Fullinwider, Chief Information Officer
Contracts and Grants Division:	Cara O'Neill, Chief, Contracts and Grants Division
County Counsel (approval as to form):	Victoria Mansourian, Deputy County Counsel

ATTACHMENT B

CIO ANALYSIS

DEPARTMENT OF HEALTH SERVICES (DHS) – AGREEMENT WITH MISYS HEALTHCARE SYSTEMS (MISYS) FOR PROFESSIONAL SERVICES RELATING TO THE CLINICAL LABORATORY INFORMATION SYSTEM (LIS)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☒ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 1 Yr # of Option Yrs – Two (2) One-Year
Extension Options

Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Bruce A. Chernof, M.D.

Budget Information :

Y-T-D Contract Expenditures	\$0
Requested Contract Amount	\$1,210,083
Aggregate Contract Amount	\$1,210,083

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Department of Health Services (DHS) is in the process of moving to the LAC+USCMC Medical Center (LAC+USCMC) replacement facility. Under this proposed professional services agreement, MISYS Health Care Systems will provide technical expertise and personnel resources to assist DHS laboratory personnel in developing interfaces for approximately 40 laboratory instruments, moving and testing existing instruments and peripheral devices at the replacement facility laboratory, and assisting with performing integrated testing and validation activities, as required, in preparation for their clinical Laboratory Information System (LIS) operations for the opening of the LAC+USCMC replacement facility.

The proposed agreement also contains a provision for supplemental professional services, which may be used at County's discretion for additional unanticipated work on the LIS relating to the facility move. It also provides for two (2) one-year extension options, at the sole discretion of the Director of DHS and would also delegate authority to the Director, or his designee, to sign a subsequent amendment to the Agreement if there is a company name change because of a pending acquisition by Vista Equity Partners, the Diagnostic Systems Division of MISYS.

Background:

MISYS is the vendor currently providing proprietary LIS software for LAC+USCMC, which will be interfaced with the newly-acquired laboratory equipment at the LAC+USCMC replacement facility. As the proprietary owner of LIS, MISYS is the only vendor qualified to provide the services required for effective migration of the LAC+USCMC laboratory to the replacement facility.

The Internal Services Department (ISD) entered into a purchase order agreement with MISYS Healthcare Systems (formerly known as Sunquest Information Systems) for LIS at Martin Luther King, Jr./Drew Hospital in December 1997. The Department of Health Services' Public Health Department amended this agreement to include their laboratories in July 1998. Olive View/UCLA Medical Center amended this agreement to include their laboratories in March 2001. Subsequently in 2001, DHS amended the agreement to include using MISYS for the remaining DHS facilities.

Subsequent to final negotiations, MISYS signed a definitive agreement to transfer the ownership of its Diagnostic Systems business to Vista Equity Partners. The actual acquisition should occur in two to three months following the Board's approval of this agreement. A company name change is expected to follow shortly thereafter. At that time, an amendment will be executed to officially affect the change.

Project Justification/Benefits:

As DHS begins the process of migrating to their new LAC+USCMC replacement facility later this year, it is imperative that the current LIS is effectively migrated to the new laboratory equipment purchased as part of the move. The professional services provided by MISYS under this agreement will ensure the migration of LIS at the LAC+USCMC replacement facility will occur properly and without incident. The delivery of appropriate and effective healthcare services at LAC+USCMC relies heavily on LIS. Without this professional services agreement,

LIS availability will be adversely impacted by and during the migration of the system to the LAC+USCMC replacement facility.

MISYS currently provides LIS software and maintenance support for LAC+USCMC. Since this is proprietary software belonging to MISYS, they are the only vendor that qualifies to provide this service in preparation for the migration to the new replacement facility.

Project Metrics:

As a key element of this engagement, a detailed Scope of Work and project schedule will be prepared to address specific work that needs to be completed for each piece of newly acquired laboratory equipment. The project will be closely managed by DHS staff that is very familiar with what needs to be done to effectively complete the necessary migrations. Progress on the project is reviewed on a regular basis and necessary adjustments are undertaken to keep the project on track.

Impact on Service Delivery or Department Operations, if Proposal Is Not Approved:

Failure to approve this agreement would result in the LIS not efficiently and effectively interfacing with the new laboratory equipment being purchased as a component of the Department's move to the replacement facility. If this critical task is left solely to current department staff to complete without the services of MISYS as provided for under this agreement, the opening of the replacement facility would most certainly be adversely impacted potentially causing interfaces not to work properly. Accordingly, it is imperative that MISYS is consulted and closely involved in this migration process.

Alternatives Considered:

Since MISYS is the owner of the Department's clinical LIS software currently used by DHS, they are the only vendor qualified to provide these services in preparation for the migration to the new replacement facility.

Project Risks:

Since time and effort required to complete the tasks and deliverables under this agreement cannot be predicted with sufficient precision, the Department has elected to engage MISYS on a time-and-materials basis under this agreement, rather than enter into a fixed-price agreement that the vendor would otherwise have to heavily load with excessive hours and charges to protect against potential loss were they to miscalculate the actual effort required. The Department has a good understanding of what is expected under this agreement as detailed in a mutually agreed upon project work plan and are confident that they can control the costs through close project management and other safeguards and assurances they plan to implement and oversee. The vendor is satisfied with the projections made by the Department relative to the anticipated level of effort required and with the proposed plan for resolution of any unanticipated overruns.

Risk Mitigation Measures:

MISYS will provide services under this Agreement on a time-and-materials basis using a negotiated blended rate defined in the Agreement. To ensure timely performance and to control and monitor expenditures by MISYS, the Agreement provides for an agreed-upon work plan containing projected number of hours for completing each of the deliverables identified in the work plan. In addition, the Agreement caps the total number of hours that is spent to complete all deliverables in the work plan at 110% of the total projected hours, if some deliverables require more than the applicable projected hours for completion. The Agreement also contains withholdings of MISYS invoices and provisions allowing the County to assess credits if MISYS provides deficient services and fails to employ sufficient cures within the time frames specified in the Agreement.

Financial Analysis:

The recommended Agreement establishes a maximum contract obligation of \$1,210,083 over the projected three (3) years of the engagement (FY 2007-08 amount: \$762,455; FY 2008-09 amount: \$308,778; and FY 2009-10 amount: \$138,850). Funding is included in the LAC+USCMC Healthcare Network's FY 2007-08 Final Budget and will be included in the Department's FY 2008-09 and FY 2009-10 Proposed Budgets.

CIO Concerns:

None.

CIO Recommendations:

The CIO recommends approval of this agreement.

CIO APPROVAL

Date Final Documents Received: August 8, 2007

Prepared by: Earl Bradley

Date: August 8, 2007

Approved: 

Date: 9/22/2007

EXHIBIT I



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MISYS HOSPITAL SYSTEMS, INC.

D/B/A

MISYS HEALTHCARE SYSTEMS

FOR

PROFESSIONAL SERVICES

SEPTEMBER 2007

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1. APPLICABLE DOCUMENTS AND INTERPRETATION	1
2. ENTIRE AGREEMENT	2
4. ADMINISTRATION OF AGREEMENT – COUNTY	6
5. ADMINISTRATION AGREEMENT – CONTRACTOR	7
6. TERM	9
7. CONTRACT SUM	10
8. CHANGES AND AMENDMENTS	11
9. WORK	12
10. PROFESSIONAL SERVICES	13
11. WARRANTIES	14
12. INVOICES AND PAYMENTS	15
13. ASSIGNMENT AND DELEGATION	17
14. WARRANTY AGAINST CONTINGENT FEES	18
15. INDEPENDENT CONTRACTOR STATUS	18
16. SUBCONTRACTING	19
17. INDEMNIFICATION AND INSURANCE	20
18. RECORDS AND AUDITS	22
19. PUBLICITY	23
20. PROPRIETARY CONSIDERATIONS	23
21. INTELLECTUAL PROPERTY INDEMNIFICATION	24
22. COMPLIANCE WITH APPLICABLE LAW	25
23. FAIR LABOR STANDARDS	25
24. NONDISCRIMINATION AND AFFIRMATIVE ACTION	25
25. EMPLOYMENT ELIGIBILITY VERIFICATION	26
26. CAPTIONS AND PARAGRAPH HEADINGS	27
27. WAIVER	27
28. GOVERNING LAW, JURISDICTION AND VENUE	27
29. SEVERABILITY	27
30. CONTRACT HIRING	27
31. TERMINATION FOR INSOLVENCY	28
32. TERMINATION FOR DEFAULT	28
33. TERMINATION FOR CONVENIENCE	29
34. TERMINATION FOR IMPROPER CONSIDERATION	29
35. EFFECT OF TERMINATION	30
36. COUNTY AUDIT SETTLEMENTS	30
37. NOTICE OF DELAYS	30
38. CONFLICT OF INTEREST	30
39. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS	31
40. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	31
41. AUTHORIZATION WARRANTY	31
42. RESTRICTIONS ON LOBBYING	32
43. NOTICES	32
44. CHILD SUPPORT PROGRAM	32
45. COUNTY'S QUALITY ASSURANCE PLAN	33
46. NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT	33

47.	CONFIDENTIALITY AND SECURITY	34
48.	LIMITATION OF LIABILITY.....	34
49.	SURVIVAL	35
50.	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT	35
51.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	35
52.	COMPLIANCE WITH JURY SERVICE PROGRAM	37
53.	RECYCLED-CONTENT PAPER.....	38
54.	CONTRACTOR'S OBLIGATIONS UNDER HIPAA.....	38
55.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	38
56.	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	39
57.	DISPUTE RESOLUTION PROCEDURE	39
58.	FORCE MAJEURE	40

EXHIBITS

EXHIBIT A – SCOPE OF WORK

SCHEDULE A.1 – STATEMENT OF WORK – LAC+USC

ATTACHMENT A.1-A – SMART TABLE AND ROUTE DIAGRAM

ATTACHMENT A.1-B – SMART CONTAINER TYPE TABLE

ATTACHMENT A.1-C – NEW INPATIENT LOCATIONS

ATTACHMENT A.1-D – OUTPATIENT LOCATION SPECIFICATIONS

EXHIBIT B – PROJECT SCHEDULE

SCHEDULE B.1 – WORK PLAN – LAC+USC

EXHIBIT C – PRICING SCHEDULE

ATTACHMENT C.1 – COUNTY FACILITIES

EXHIBIT D – PERFORMANCE REQUIREMENTS

EXHIBIT E – ADMINISTRATION OF AGREEMENT

EXHIBIT F – CONTRACTOR'S EEO CERTIFICATION

EXHIBIT G – CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT H – BUSINESS ASSOCIATE AGREEMENT

EXHIBIT I – SAFELY SURRENDERED BABY LAW

EXHIBIT J – COUNTY TRAVEL EXPENSE REIMBURSEMENT RATES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the County of Los Angeles (hereafter "County") and Misys Hospital Systems, Inc. d/b/a Misys Healthcare Systems, a Pennsylvania corporation (hereafter "Contractor").

RECITALS

WHEREAS, County and Contractor fka Sunquest Information Systems, Inc. entered into a purchase order Agreement No. 56925, dated December 9, 1997, for the provision of the Clinical Laboratory Information System (CLIS) and implementation services, as modified and extended by Amendments thereto (hereafter "CLIS Agreement"); and

WHEREAS, Contractor continues to maintain the CLIS pursuant to the CLIS Agreement; and

WHEREAS, upon County's request, Contractor has agreed to provide professional services related to certain interfaces required for the transitioning of the laboratory equipment, linked to the CLIS, currently residing at the LAC+USC Medical Center to the replacement facility; and

WHEREAS, the scope of such professional services falls outside of the scope of the CLIS Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, County and Contractor agree as follows:

1. APPLICABLE DOCUMENTS AND INTERPRETATION

This base document along with Exhibits A, B, C, D, E, F, G, H, I and J, all attached hereto and described in this Paragraph 1 below, are incorporated herein by reference but and collectively form and hereinafter are referred to as the "Agreement". For purposes of interpretation and/or in the event of any conflict and/or inconsistency in meaning between and/or among this base document and/or the Exhibits, Schedules and Attachments, such conflict or inconsistency shall be resolved by giving precedence first to this base document and then to the Exhibits, Schedules and Attachments according to the following descending priority:

1. EXHIBIT A – Scope of Work
 - Schedule A.1 – Statement of Work – LAC+USC
 - Attachment A.1-A – SMART Table and Route Diagram
 - Attachment A.1-B – SMART Container Type Table
 - Attachment A.1-C – New Inpatient Locations
 - Attachment A.1-D – Outpatient Location Specifications
2. EXHIBIT B – Project Schedule
 - Schedule B.1 – Work Plan – LAC+USC
3. EXHIBIT C – Pricing Schedule
 - Attachment C.1 – County Facilities

4. EXHIBIT D – Performance Requirements
5. EXHIBIT E – Administration of Agreement
6. EXHIBIT F – Contractor's EEO Certification
7. EXHIBIT G – Contractor Acknowledgment and Confidentiality Agreement
8. EXHIBIT H – Business Associate Agreement
9. EXHIBIT I – Safely Surrendered Baby Law Notice
10. EXHIBIT J – County Travel Reimbursement Rates

2. ENTIRE AGREEMENT

The body of this Agreement, together with the Recitals and all Exhibits, Schedules and Attachments, as further defined in Paragraph 1 (Applicable Documents and Interpretation) and Paragraph 3 (Definitions), constitutes the complete and exclusive understanding and agreement between the parties regarding the subject matter of this Agreement. This Agreement supersedes any and all prior and/or contemporaneous communications and any previous agreement(s), whether written and/or oral, between the parties regarding the subject matter of this Agreement. No changes to this Agreement shall be valid unless in the form of a signed writing prepared and approved pursuant to Paragraph 8 (Changes and Amendments).

3. DEFINITIONS

The following terms and phrases in quotes and with initial capitalization shall have the following specific meanings when used in this Agreement, throughout and hereinafter.

Actual Hours

The term "Actual Hours" shall mean the actual number of hours spent by Contractor Personnel to provide a deliverable listed on any Work Plan.

Agreement

The term "Agreement" shall have the meaning set forth in Paragraph 1 (Applicable Documents and Interpretation).

Business Associate Agreement

The term "Business Associate Agreement" shall mean the Business Associate Protected Health Information Disclosure Agreement set forth in Exhibit H (Business Associate Agreement).

Business Day(s)

The term "Business Day(s)", whether singular or plural, shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise.

Contract Sum

The term "Contract Sum" shall mean the maximum monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 7.1 (Maximum Contract Sum).

Contractor's Key Personnel

The term "Contractor's Key Personnel" shall have the meaning set forth in Paragraph 5.1 (Administration of Agreement).

Contractor's Project Director

The term "Contractor's Project Director" shall have the meaning set forth in Paragraph 5.2.1 (Contractor's Project Director).

Contractor's Project Manager

The term "Contractor's Project Manager" shall have the meaning set forth in Paragraph 5.2.2 (Contractor's Project Manager).

Contractor Personnel

The term "Contractor Personnel" shall mean individuals performing work under this Agreement and includes, but is not limited to, Contractor's Key Personnel and Contractor's employees or individuals otherwise retained by Contractor to perform work hereunder.

Cost of Living Adjustment; COLA

The terms "Cost of Living Adjustment" and "COLA" shall have the meaning set forth in Paragraph 7.3 (Cost of Living Adjustment).

County Facility(ies)

The term "County Facility(ies)", whether singular or plural, shall mean any one of the County facilities listed in Attachment C.1 (County Facilities), for which Contractor shall provide Services under this Agreement.

County's Key Personnel

The term "County's Key Personnel" shall have the meaning set forth in Paragraph 4.2 (County's Key Personnel).

County's Project Coordinator

The term "County's Project Coordinator" shall have the meaning set forth in Paragraph 4.2.3 (County's Project Coordinator).

County's Project Director

The term "County's Project Director" shall have the meaning set forth in Paragraph 4.2.1 (County's Project Director).

County's Project Manager

The term "County's Project Manager" shall have the meaning set forth in Paragraph 4.2.2 (County's Project Manager).

Cure Period

The term "Cure Period" shall mean the maximum amount of time specified on any Work Plan allotted for Contractor to cure any deliverable deficiencies identified by County pursuant to Paragraph 11.2.2 (Failure to Cure).

Days

The term "day(s)", whether singular or plural, shall mean calendar day(s) and not business or working day(s), unless otherwise expressly indicated.

Dispute Resolution Procedure

The term "Dispute Resolution Procedure" shall mean and refer to the provisions of Paragraph 57 (Dispute Resolution Procedure) describing the procedure for resolving the disputes arising under or with respect to this Agreement.

Effective Date

The term "Effective Date" shall have the meaning set forth in Paragraph 6.1 (Initial Term).

Extended Term

The term "Extended Term" shall have the meaning set forth in Paragraph 6.2 (Extended Term).

Fixed Hourly Rate

The term "Fixed Hourly Rate" shall mean the hourly rate, set forth in Exhibit C (Pricing Schedule), at which Contractor shall provide the Services under this Agreement, including Required Services and Supplemental Services. The Fixed Hourly Rate shall not increase for one (1) year from the Effective Date and shall increase thereafter by no more than COLA from the previous year.

Holdback(s)

The term "Holdback(s)", whether singular or plural, shall have the meaning set forth in Paragraph 12.4 (Holdbacks).

Initial Term

The term "Initial Term" shall have the meaning set forth in Paragraph 6.1 (Initial Term).

Milestone

The term "Milestone" shall mean any deliverable marked as such on a Work Plan, as further described in Paragraph 11.3.2 (Failure to Cure).

Performance Deficiency(ies)

The term "Performance Deficiency(ies)", whether singular or plural, shall mean Contractor's failure to substantively comply with the applicable deliverable(s) in a Statement of Work or any provisions of Exhibit A (Scope of Work).

Performance Requirements

The term "Performance Requirements" shall mean the requirements of Contractor's performance of work under this Agreement set forth in Exhibit D (Performance Requirements).

Pricing Schedule

The term "Pricing Schedule" shall mean a schedule of pricing and payment terms by County to Contractor for services provided by Contractor under this Agreement.

Project

The term "Project" shall mean a projected set of Required Services which Contractor shall provide for a specific County Facility based upon a County-approved Work Plan for such Required Services, as further defined in Paragraph 10.1 (Required Services).

Projected Hours

The term "Projected Hours" shall mean the maximum number of hours projected by County and Contractor for completion of a deliverable under any Work Plan.

Required Services

The term "Required Services" shall mean the services required to be provided by Contractor for a County Facility under a County-approved Work Plan for a Project.

Services

The term "Services" shall mean Required Services and/or Supplemental Services provided by Contractor to County under this Agreement.

Statement of Work

The term "Statement of Work" shall mean a written description of tasks, deliverables and/or other work provided by Contractor under Section 4 (Required Services) or Section 5 (Supplemental Services) of Exhibit A (Scope of Work), as applicable, for a County Facility, set forth in a sequentially numbered Schedule applicable to that County Facility, attached to Exhibit A (Scope of Work).

Status Report(s)

The term "Status Report(s)", whether singular or plural, shall have the meaning set forth in Paragraph 5.5 (Reports by Contractor).

Supplemental Services

The term "Supplemental Services" shall mean the services which County may request Contractor to provide for a County Facility under a County-approved Work Plan for a Work Order.

Total Projected Hours

The term "Total Projected Hours" shall mean the total of all Projected Hours allocated for completion of any Statement of Work under this Agreement as provided in the applicable Work Plan.

Travel Expenses

The term "Travel Expenses" shall have the meaning set forth in Paragraph 9.5 (Travel Expenses).

Work Order

The term "Work Order" shall mean an agreed upon set of Supplemental Services which may be provided by Contractor to County for a specific County Facility based upon a County-approved Work Plan for such Supplemental Services, as further defined in Paragraph 10.2 (Supplemental Services).

Work Plan

The term "Work Plan" shall mean a County-approved plan for Contractor's completion of the tasks, deliverables, goods, services and other work provided by Contractor under a Statement of Work for Required Services or Supplemental Services for the applicable County Facility.

Working Hours

Unless specified otherwise, the term "Working Hours" shall mean eight to ten hour days, Monday through Thursday or Friday, except County observed holidays, as agreed to by County's Project Manager and Contractor's Project Manager and further described in Exhibit D (Performance Requirements).

4. ADMINISTRATION OF AGREEMENT – COUNTY

4.1 ADMINISTRATION OF AGREEMENT

4.1.1 All persons administering this Agreement on behalf of County and listed in this Paragraph 4 below (hereafter "County's Key Personnel") are listed in Section I (County's Key Personnel) of Exhibit E (Administration of Agreement). Unless otherwise specified, reference to each of the persons listed in such Section I (County's Key Personnel) of Exhibit E (Administration of Agreement) shall also include his/her designee. County will promptly notify Contractor in writing in accordance with Paragraph 43 (Notices) of any change in the names and/or addresses of County's Key Personnel.

4.1.2 No member of County's Key Personnel is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 8 (Changes and Amendments).

4.2 COUNTY'S KEY PERSONNEL

4.2.1 County's Project Director

County's Project Director will be responsible for ensuring that the objectives of this Agreement are met as with respect to the applicable County Facility. County's Project Director will have the right at all times to inspect any and all tasks, deliverables, goods, services or any other work provided by or on behalf of Contractor.

4.2.2 County's Project Manager

4.2.2.1 County's Project Manager will be responsible for ensuring that the technical standards and task requirements of this Agreement are met and will provide, on request, such information, coordination, documentation and materials as may be reasonably required by Contractor to perform the work hereunder as with respect to the applicable County Facility.

4.2.2.2 County's Project Manager will also be responsible for the applicable County Facility for:

- A. Monitoring and reporting on the progress of the project.
- B. Evaluating Contractor's technical performance on the project.
- C. Reviewing and approving project tasks, deliverables, goods, services and/or other work.
- D. Coordinating with Contractor's Project Manager, or his/her designee, on a regular basis, regarding Contractor's progress on the project.

E. Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

4.2.2.3 County's Project Manager shall have full responsibility for ongoing approval of Contractor Personnel pursuant to Paragraph 5.3 (Approval of Contractor Personnel).

4.2.3 County's Project Coordinator

County's Project Coordinator will be responsible for overseeing the project as a whole and for coordinating between County Facilities. County's Project Director for each County Facility will report to County's Project Coordinator on the status of the work relating to County's Project Director's applicable County Facility.

4.3 COUNTY PERSONNEL

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

5. ADMINISTRATION AGREEMENT – CONTRACTOR

5.1 ADMINISTRATION OF AGREEMENT

5.1.1 All persons administering this Agreement on behalf of Contractor and listed in this Paragraph 5 below (hereafter "Contractor's Key Personnel") are listed in Section II (Contractor's Key Personnel) of Exhibit E (Administration of Agreement). Contractor shall promptly notify County in writing in accordance with Paragraph 43 (Notices) of any change in the names and/or addresses of Contractor's Key Personnel.

5.1.2 No member of Contractor's Key Personnel is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 8 (Changes and Amendments).

5.2 CONTRACTOR'S KEY PERSONNEL

5.2.1 Contractor's Project Director

5.2.1.1 Contractor's Project Director shall be responsible for Contractor's performance of all its tasks, deliverables, goods, services and any other work and ensuring Contractor's compliance with this Agreement.

5.2.1.2 Contractor's Project Director shall meet and confer with County's Project Director on a regular basis, at least monthly or as otherwise required by County's Project Director, to review project progress and discuss project coordination. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Director and Contractor's Project Director.

5.2.2 Contractor's Project Manager

5.2.2.1 Contractor's Project Manager shall be a full-time employee of Contractor.

5.2.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 5.5 (Reports by Contractor). Any issues, problems, or disputes that may arise which cannot be resolved by Contractor's Project Manager and County's Project Manager shall be reported to County's Project Director.

5.3 APPROVAL OF CONTRACTOR PERSONNEL

5.3.1 County's Project Director, or his/her designee, has the absolute and ongoing right to approve or disapprove all Contractor Personnel performing work hereunder and any proposed changes in Contractor Personnel, including, but not limited to, Contractor's Project Director or Contractor's Project Manager. After approval, County may disapprove Contractor Personnel and may require replacement of such personnel with reasonable justification as determined by County. Reasonable justification may include, but is not limited to, change in project priorities, scope or cost, change in County policies, need for fewer or different personnel, personnel difficulties, performance difficulties, perceived or actual conflicts of interest, or other perceived or actual ethical, legal, or non-legal difficulties.

5.3.2 Contractor may not replace or remove, without the prior written permission of County's Project Director, any Contractor Personnel who have been approved by County for the applicable Statement of Work. The only allowed exceptions to this provision are instances of serious illness, maternity leave, death, employment termination or advancement, and other such causes beyond Contractor's control.

5.3.3 If Contractor wishes, or is obliged, to reassign any Contractor Personnel, Contractor shall furnish County's Project Director, or his/her designee, with notice of such intention at the earliest possible time. Contractor shall not effect any discretionary reassignment without the advance approval of County's Project Director.

5.3.4 Contractor shall provide County upon County's request, with the résumé of each proposed substitute and an opportunity to interview such person prior to any Contractor Personnel substitution.

5.3.5 If Contractor loses personnel assigned to this Agreement, Contractor shall use commercially reasonable efforts to find within ten (10) Business Days, but in no event later than within fifteen (15) Business Days, a replacement(s) who is commensurately qualified and meets the qualifications for the work under this Agreement. Such replacement(s) shall not cause an increase in the Fixed Hourly Rate.

5.4 BACKGROUND AND SECURITY INVESTIGATIONS

5.4.1 At the discretion and request of County, all Contractor Personnel performing work under this Agreement may be required to undergo and pass, to the satisfaction of County, background and

security investigation(s) as a condition of beginning and continuing such work. County may request that such investigation(s) be conducted periodically during the term of the Agreement.

- 5.4.2** The investigations(s) shall be at Contractor's expense and shall be conducted by an investigation organization licensed by the State of California. The investigations(s) may consist of a background and fingerprint check with the Los Angeles County Sheriff's Department, the California Department of Justice, the Federal Bureau of Investigation, and the National Crime Information Center. Contractor shall instruct and hereby authorizes the investigation organization to submit the results of the investigation(s) directly to County.
- 5.4.3** The standards used by County in making a determination of "pass" or "does not pass" will generally be the standards used by County for placement of County employees in sensitive positions. However, County reserves the right to use higher standards for Contractor Personnel for individual projects, or portions thereof, and/or for access to specific locations.
- 5.4.4** County may immediately deny or terminate County facility access to Contractor Personnel who do not pass such investigation(s) to the satisfaction of County, or whose background or conduct is incompatible with County facility access, as determined in the sole discretion of County.
- 5.4.5** Any disqualification of any Contractor Personnel pursuant to this Paragraph 5.4 shall not relieve Contractor of its obligation(s) to complete all requirements of the Agreement.

5.5 REPORTS BY CONTRACTOR

In order to control expenditures and to ensure the reporting of all goods, services and other work provided by Contractor, Contractor shall provide to County's Project Manager on a regular basis, as frequently as required by County's Project Manager, written reports (hereafter "Status Report(s)") in accordance with Section 2 (Status Reports) of Exhibit A (Scope of Work), which shall, at a minimum, include the information listed therein, and any other information which County may from time-to-time require.

6. TERM

6.1 INITIAL TERM

The term of this Agreement shall commence upon the date of its execution by County and Contractor (hereafter "Effective Date") and shall expire one (1) year thereafter (hereafter "Initial Term"), unless sooner terminated or later extended, in whole or in part, as provided herein.

6.2 EXTENDED TERM

At the end of the Initial Term, County shall have an irrevocable option to extend this Agreement for up to two (2) one-year periods (hereafter "Extended Term") automatically, without further act, unless County notifies Contractor of a determination not to exercise its option to extend this Agreement no less than thirty (30) days prior to the beginning of the relevant option period.

6.3 DEFINITION OF TERM

As used throughout this Agreement, the word "term" shall include the Initial Term and the Extended Term, to the extent County exercises any of its options pursuant to Paragraph 6.2 (Extended Term) above.

Contractor shall notify County's Project Director when this Agreement is within six (6) months from the expiration of the Extended Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County at the address set forth in Section I (County's Key Personnel) of Exhibit E (Administration of Agreement). Failure by Contractor, however, to provide such notification shall not constitute a material breach of this Agreement.

7. CONTRACT SUM

7.1 MAXIMUM CONTRACT SUM

The Contract Sum under this Agreement shall be the maximum monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County in accordance with Paragraph 9.4 (Approval of Contractor's Work). The Contract Sum, including all applicable taxes, if any, authorized by County for the term of this Agreement, including the Extended Term, shall not exceed One Million Two Hundred Ten Thousand Eighty-Three Dollars (\$1,210,083), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement in accordance with Paragraph 8 (Changes and Amendments).

7.2 CONTRACT SUM MONITORING

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Section I (County's Key Personnel) of Exhibit E (Administration of Agreement). Failure by Contractor, however, to provide such notification shall not constitute a material breach of this Agreement.

7.3 COST OF LIVING ADJUSTMENT

The Fixed Hourly Rate for Services performed by Contractor under this Agreement, including Required Services and Supplemental Services, may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price (CPI) Index for the Los Angeles – Riverside – Orange County Area for the most recently published percentage change for the twelve (12) month period preceding the Agreement anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees, as determined by County's Chief Administrative Office, as of each July 1 for the prior twelve (12) month period (hereafter "Cost of Living Adjustment" or "COLA"). Where County decides to grant a Cost of Living Adjustment pursuant to this Paragraph 7.3 for living wage contracts, it may, in its sole discretion, exclude the cost of labor (including the cost of wages and benefits paid to employees

providing Services under this Agreement) from the base upon which a COLA is calculated, unless Contractor can show that its labor cost will actually increase.

8. CHANGES AND AMENDMENTS

8.1 NO INFORMAL CHANGES TO AGREEMENT

Any change, addition, and/or deletion of any term, obligation, and/or condition of this Agreement may be effectuated only through the procedures required under this Paragraph 8. Any purported change that does not comply strictly with the requirements of Paragraph 8.2 (Agreement Changes) shall be null and void.

8.2 AGREEMENT CHANGES

8.2.1 For any change which affects the overall scope of work, term, payments, any condition, or any rights or obligations of this Agreement, a written Amendment to this Agreement shall be executed by Contractor's authorized official(s) and by County, as set forth in this Paragraph 8.2.1. An Amendment increasing the Contract Sum for services outside of the overall scope of work under this Agreement or those relating to a new County facility shall be executed by County's Board of Supervisors on behalf of County.

8.2.2 Notwithstanding the foregoing, the Director is hereby expressly authorized to execute Amendments required pursuant to Paragraph 13 (Assignment and Delegation) and to incorporate Board ordered provisions, such as the Child Support Program (Paragraph 44), the GAIN/GROW Program (Paragraph 30.2), and the Notice to Employees Regarding Federal Earned Income Credit (Paragraph 46).

8.2.3 For any change which does not affect the overall scope of work, the term, payments, any condition, or any rights or obligations of this Agreement, a Change Notice shall be prepared and executed by County's Project Coordinator, or his/her designee, and Contractor's Project Director, or his/her designee. Accordingly, County's Project Coordinator and Contractor's Project Director, or his/her designee, are specifically authorized to execute Work Orders for Supplemental Services by Change Notice, without requiring the approval of County's Board of Supervisors, provided that any such Work Order neither increases the Contract Sum nor relates to a new County facility.

8.3 ELECTRONICALLY TRANSMITTED SIGNATURES ACCEPTABLE

County and Contractor hereby agree to regard facsimile and/or other electronic representations of original signatures of authorized officials of each party, when appearing in appropriate places on documents prepared pursuant to this Agreement and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to such documents, such that the parties need not follow up facsimile and/or other electronic transmissions of such documents with subsequent, non-facsimile transmission of "original" versions of such documents.

9. WORK

9.1 SCOPE OF WORK

- 9.1.1** During this Agreement, Contractor shall provide to County certain interfaces and other professional services, including Required Services and Supplemental Services, as required by County for the applicable County Facility and specified in the Statement of Work for such County Facility pursuant to the pricing terms set forth in Exhibit C (Pricing Schedule) with the applicable Attachments thereto.
- 9.1.2** Pursuant to the provisions of this Agreement, Contractor shall perform, complete, and deliver all tasks, deliverables, goods, services and/or other work as set forth in any applicable Statement of Work. Unless otherwise agreed in writing, all work shall be performed at work sites specified by County.
- 9.1.3** Contractor shall be responsible for monitoring and controlling the number of hours worked by Contractor Personnel on work hereunder. Contractor shall ensure that the billable work under this Agreement does not exceed the Contract Sum.
- 9.1.4** If Contractor provides any task, deliverable, service or other work to County that utilizes other than approved Contractor Personnel and/or that exceeds the Contract Sum, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

9.2 WORK SCHEDULES

For work at County Facilities, Contractor services shall be provided during Working Hours, unless emergencies or specifically stated requirements dictate otherwise.

9.3 COUNTY FURNISHED ITEMS

County may, where appropriate, furnish Contractor software, related technical documentation, and use of computing facilities generally necessary for the work performance. Any and all such items shall remain County property.

9.4 APPROVAL OF CONTRACTOR'S WORK

- 9.4.1** All work performed by, and all invoices submitted by, Contractor pursuant to this Agreement must receive the written approval of County's Project Director, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted. County will use reasonable commercial efforts to provide such approval or disapproval within thirty (30) days from completion by Contractor of the deliverables or receipt by County of Contractor's invoices, as applicable.
- 9.4.2** In the event a Performance Deficiency by Contractor necessitates disapproval of work, invoices or time reports by County's Project Director, County may pursue any and all remedies set forth in Paragraph 11 (Warranties), and/or as otherwise provided in this Agreement, and/or as otherwise provided by law and/or in equity. Approvals of deliverables, if any, shall not be

unreasonably withheld, and the review of such deliverables shall generally not exceed two (2) weeks from receipt of the deliverable by County. Within such time period, County shall approve the deliverable, require minor changes, or reject the deliverable and notify Contractor to cure any significant defects, as further provided in Paragraph 11 (Warranties).

9.5 TRAVEL EXPENSES

9.5.1 Reasonable travel expenses not included in the fees charged by Contractor shall be billable, provided that such expenses (i) are reasonable and necessary based on the actual expenditures accrued, supported by adequate documentation substantiating the validity of the claimed expenses and submitted in accordance with Paragraph 12 (Invoices and Payments) herein, (ii) are approved in advance in writing by County's Project Manager, and (iii) do not exceed the limits set forth in applicable provisions of the then current Chapter 5.40 (Travel and Other Expenses), the most recent version of which as of the Effective Date is attached hereto as Exhibit J (County Travel Expense Reimbursement Rates). Contractor Personnel may be reimbursed for mileage and parking at County rates only if the use of privately owned vehicles is required as part of their work assignments. Contractor Personnel travel time, regardless of the method of transportation used, is not billable to County.

9.5.2 Contractor shall be responsible for, shall maintain approved auto liability insurance for, and shall indemnify County for, all damages, losses, and liabilities. County will provide Contractor with notice of any claim, the right to control the defense of any claim and reasonable cooperation in defense of any such claim, provided that County shall have the right to participate in any such defense at its sole cost and expense. (See Paragraph 17 (Indemnification and Insurance) in connection with Contractor Personnel operating any vehicle on County-approved business.)

10. PROFESSIONAL SERVICES

10.1 REQUIRED SERVICES

Immediately following execution of this Agreement, and each Amendment for adding a County Facility to this Agreement thereafter (hereafter "Project"), Contractor shall provide to County Required Services pursuant to the Statement of Work and the Work Plan finalized under Sections 4.1 (Statement of Work) and 4.2 (Work Plan) of Exhibit A (Scope of Work) respectively and approved by County. Contractor shall perform the Required Services on a time and material basis, as provided in the Work Plan, using the Fixed Hourly Rate and complete each Project task/deliverable within the Projected Hours allocated for such task/deliverable in the Work Plan, subject only to the provisions of Paragraph 10.3 (Exceeding Projected Hours) in the event Contractor's Actual Hours spent on a deliverable exceed the Projected Hours allocated for such deliverable in the Work Plan.

10.2 SUPPLEMENTAL SERVICES

Upon County's request for certain Supplemental Services for a County Facility and execution of a work order therefor (hereafter "Work Order"), Contractor shall provide to County such Supplemental Services pursuant to the Statement of Work and the Work Plan developed under Section 5 (Supplemental Services) of Exhibit A (Scope of Work) and approved by County. Contractor shall perform the Supplemental Services on a time and material basis, as provided in

the Work Plan, using the Fixed Hourly Rate and complete all Work Order tasks/deliverables within the Projected Hours allocated for such Work Order, subject only to the provisions of Paragraph 10.3 (Exceeding Projected Hours) in the event Contractor's Actual Hours spent on a deliverable exceed the Projected Hours allocated for such deliverable in the Work Plan.

10.3 EXCEEDING PROJECTED HOURS

In the event that the Actual Hours to be spent by Contractor for completing a task/deliverable shall exceed the Projected Hours set forth in the applicable Work Plan, Contractor shall, prior to expending the additional hours beyond the Projected Hours allocated for completing such task/deliverable (hereafter in this Paragraph 10.3 "Additional Hours"), provide to County's Project Manager a written notice thereof and an estimate of such Additional Hours. Failure by Contractor to provide such a notice to County as provided herein shall limit Contractor's payment for the task/deliverable to compensation for the Projected Hours. Subject to Contractor's notice obligations above and County's right of approval pursuant to Paragraph 9.4 (Approval of Contractor's Work), Contractor will be paid by County for any deliverable Actual Hours not exceeding one hundred ten percent (110%) of the Projected Hours allocated for such deliverable. Payment for any Additional Hours beyond ten percent (10%) of the applicable Projected Hours shall require the written approval of County's Project Manager. If County's Project Manager disapproves the payment for the Additional Hours beyond the ten percent (10%) threshold, Contractor and County shall resort to the Dispute Resolution Procedure to determine and agree whether Contractor shall be paid for such Additional Hours and the amount thereof. Notwithstanding the foregoing, County shall pay Contractor no more than one hundred ten percent (110%) of the Total Projected Hours for completing all tasks/deliverables for any specific Statement of Work, subject to the Dispute Resolution Procedure.

11. WARRANTIES

11.1 WARRANTY OF SERVICES

Contractor represents and warrants that:

- A. Its services and other work required by this Agreement shall be complete and shall conform to reasonable professional standards as they exist in Contractor's profession or field of practice for one hundred twenty (120) days following acceptance thereof by County, which acceptance shall not be unreasonably withheld;
- B. It shall comply with the specifications, requirements, standards, and representations set forth in this Agreement and in any applicable Statement of Work and/or Performance Requirements; and
- C. All tasks, deliverables, goods, services, and other work shall be provided and/or performed in a timely and professional manner by qualified personnel.

11.2 REMEDIES

The remedies set forth in this Paragraph 11 are provided for County's benefit and use only and are non-exclusive and cumulative.

11.2.1 Failure of Performance

If any Required Services or Supplemental Services deliverable in an applicable Work Plan fails to comply with the Services warranty described in Paragraph 11.1 (Warranty of Services) above during the warranty period specified therein, then Contractor shall, at its own expense, cure the deficiency in the deliverable by re-performing the services or otherwise within the Cure Period specified for such deliverable in the Work Plan, starting from Contractor's receipt of written notice from County's Project Manager of the specific nature of the problem. Contractor shall also, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or tools introduced by Contractor into the CLIS or any other County system for the purpose of performing Services under any Statement of Work.

11.2.2 FAILURE TO CURE

For each and every occasion upon which (i) a deficient deliverable identified in a Work Plan has not, in County's Project Manager's reasonable discretion, been cured by re-performance or (ii) re-performance of services causing the deficiency has not been completed by Contractor within the Cure Period set forth in the Work Plan for such deliverable, other than as a result of delays caused by acts or omissions or under control of County, County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise in the total amount of Five Hundred Dollars (\$500) for each day after the earlier of (a) completion of unsatisfactory re-performance or (b) the Cure Period, as applicable, up to a not to exceed amount equal to ten percent (10%) of the Projected Hours allocated for the deficient deliverable multiplied by the Fixed Hourly Rate. All of the foregoing credits shall apply separately, and cumulatively, to each deliverable in the applicable Work Plan. A determination whether County shall assess credits due to it pursuant to this Paragraph 11.2.2 shall be made by County's Project Manager in his/her reasonable discretion. Notwithstanding the foregoing, Contractor shall cure all deficiencies identified by County.

12. INVOICES AND PAYMENTS

12.1 INVOICE SUBMISSION

12.1.1 For providing the tasks, deliverables, goods, services, and/or other work under this Agreement, including Required Services and Supplemental Services, Contractor shall invoice County in accordance with Exhibit C (Pricing Schedule) and the applicable Work Plan upon Contractor's completion, and County's written approval, of the deliverables set forth in each Statement of Work.

12.1.2 Payment for the deliverables in each Work Plan shall be on a time and materials basis as provided herein and shall reflect the Actual Hours spent on such deliverable using the Fixed Hourly Rate up to one hundred ten percent (110%) of the Projected Hours set forth for that deliverable in the Work Plan, subject to Contractor's notice requirement set forth in, and provisions of, Paragraph 10.3 (Exceeding Projected Hours) in the event Contractor's Actual Hours spent on a deliverable exceed the Projected Hours allocated for such deliverable in the applicable Work Plan.

- 12.1.3 Contractor shall be entitled to be paid for, and County shall pay Contractor for, any travel expenses associated with performance of work hereunder, but only in accordance with Paragraph 9.5 (Travel Expenses).
- 12.1.4 Invoices under this Agreement shall be submitted monthly to the person designated in Section I (County's Key Personnel) of Exhibit E (Administration of Agreement) as County's Project Manager at the address specified therein.

12.2 INVOICE CONTENT

Each invoice submitted by Contractor shall specify, at a minimum:

- A. Agreement Name and Number;
- B. The applicable County Facility;
- C. The deliverable(s) provided by Contractor in accordance with the applicable Statement of Work for which payment is claimed;
- D. The Actual Hours billed by Contractor for each deliverable for which payment is claimed;
- E. Up to date subtotal of all Actual Hours billed by Contractor, and approved by County, for each deliverable for which payment is claimed;
- F. Any applicable travel expenses approved by County in accordance with the terms of this Agreement and any applicable deliverable number(s) in connection with which such expenses were accrued;
- G. The date of written approval of the deliverable(s) by County's Project Manager;
- H. Applicable withhold or Holdback (as defined hereinafter) amounts for payments claimed or reversals thereof;
- I. Any applicable credits due County under the terms of this Agreement or reversals thereof; and
- J. The total net invoice amount (hereafter in this Paragraph 12 ("Net Invoice Amount")) shall be calculated by (i) multiplying the Fixed Hourly Rate by the total of all Actual Hours billed by Contractor, and approved by County, for all deliverables for which payment is claimed, (ii) adding any applicable County approved travel expenses submitted by Contractor, (iii) discounting the sum by ten percent (10%) for Holdbacks, and (iv) applying any applicable credits or reversals thereof.

12.3 PAYMENT OF TAXES

Contractor shall be liable and responsible for payment of any and all applicable taxes arising from and/or applying to any and all tasks, deliverables, goods, services, and/or other work performed under this Agreement except for sales taxes due to the State of California, if any, for software updates on tangible media. Contractor shall invoice County for such taxes as part of Contractor's monthly and/or deliverable billing, and Contractor shall pay such taxes collected in this manner to the State of California.

12.4 HOLDBACKS

County will withhold ten percent (10%) of the amount of the applicable invoices submitted under, and approved by County pursuant to, this Agreement (hereafter "Holdback(s)"). Holdbacks under this Agreement shall be calculated and subsequently released as follows:

- A. Invoices shall be submitted by Contractor to County on a monthly basis for work performed during such month in accordance with Paragraph 12.2 (Invoice Content).
- B. County shall pay Contractor the Net Invoice Amount.
- C. Any applicable Holdback(s) will be held by County in the aggregate and shall be released to Contractor upon completion by Contractor and acceptance by County of each applicable deliverable.
- D. Upon release of the Holdbacks to Contractor, County will ensure that the payment of the Holdback(s) will reference the applicable invoice number(s).

It should be noted that work related to more than one deliverable may be performed at the same time, which may result in an invoice containing more than one deliverable.

13. ASSIGNMENT AND DELEGATION

- 13.1 Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, which consent shall not be unreasonably withheld, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 13, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties pursuant to Paragraph 8.2 (Agreement Changes). Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 13.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement, which consent shall not be unreasonably withheld.
- 13.3 If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be

entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

14. WARRANTY AGAINST CONTINGENT FEES

- 14.1** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 14.2** For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, deduct or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from the Agreement price or other consideration due.

15. INDEPENDENT CONTRACTOR STATUS

- 15.1** This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.
- 15.2** Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 15.3** Contractor understands and agrees that all persons performing work pursuant to this Agreement for all purposes, and in particular for purposes of workers' compensation liability, are under Contractor's exclusive control and are not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any Contractor Personnel as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Agreement.
- 15.4** Contractor shall deliver County's Project Manager at the address set forth in Section I (County's Key Personnel) of Exhibit E (Administration of Agreement) an executed Contractor Acknowledgment and Confidentiality Agreement (Exhibit G) on or immediately after the Effective Date, but in no event later than the date any Contractor or subcontractor employee first performs work under this Agreement.
- 15.5** The employees and agents of each party shall, while on the premises of the other party, comply with all applicable rules and regulations of the premises including, but not limited to, security requirements.

16. SUBCONTRACTING

- 16.1 County has relied, in entering into this Agreement, on the reputation of, and obtaining the personal performance of, Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County, which County shall exercise in its sole discretion and which shall be issued by and through County's Project Director. Any attempt by Contractor to subcontract without the prior written consent of County shall be null and void and may be deemed by County, in its sole discretion, to be a material breach of this Agreement.
- 16.2 If Contractor desires to subcontract any portion of its performance obligations or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include each of the following:
- A. A description of the work to be performed by the subcontractor, and the reason(s) for the particular subcontract;
 - B. A draft copy of the proposed subcontract, which must, at a minimum:
 - (1) include representations and warranties by subcontractor that subcontractor (i) is qualified to perform the work for which subcontractor has been hired; (ii) maintains the insurance required by Paragraph 17 (Indemnification and Insurance), and (iii) solely liable and responsible for any and all of its taxes, payments and compensation, including compensation to its employees;
 - (2) provide for indemnification by subcontractor of County and Contractor; and
 - (3) require subcontractor, and all of its employees, to adhere to the confidentiality and non-disclosure provisions under this Agreement.
 - C. Other information and/or certifications requested by County.
- 16.3 Contractor shall indemnify, defend, and hold harmless County from and against any and all liability with respect to any negligent or grossly negligent acts and/or omissions or willful or intentional misconduct of each and every subcontractor in the same manner and to the same degree as if such subcontractors were Contractor employees. County will provide Contractor with reasonable notice of any claim, the right to control the defense of any claim and reasonable cooperation in the defense of any such claim, provided that County shall have the right to participate in any such defense at its sole cost and expense.
- 16.4 Notwithstanding any County consent to subcontract, Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that Contractor has determined to subcontract.
- 16.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. See Paragraph 5.3 (Approval of Contractor Personnel). Contractor is responsible to notify its subcontractors of this County right.

- 16.6 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 16.7 Contractor shall demonstrate to County's Project Director that it and each of its subcontractors have entered into a subcontract that complies with the terms of this Paragraph 16.7, before any work may be performed under such subcontract, by delivering to County a fully executed copy of the subcontract, which may exclude any business terms of such subcontract, including pricing information, which Contractor and/or subcontractor may consider confidential.
- 16.8 Contractor shall provide both of the following:
- A. A certification from Contractor or subcontractor that each of subcontractor's officers, employees and agents performing work hereunder has executed, prior to commencing such work, Contractor's or subcontractor's, as applicable, standard confidentiality and non-disclosure agreement which, at a minimum, contains provisions no less protective than the confidentiality and non-disclosure provisions of this Agreement including Exhibit G (Contractor Acknowledgment and Confidentiality Agreement), and
 - B. Subcontractor's certificates of insurance which establish that the subcontractor maintains all the programs of insurance required by County.

Contractor shall ensure delivery of all such documents to County's Project Director before any subcontractor employee may perform any work hereunder.

17. INDEMNIFICATION AND INSURANCE

17.1 INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), to the extent arising from or connected with Contractor's negligent or grossly negligent acts and/or omissions or willful or intentional misconduct arising from and/or relating to this Agreement. County will provide Contractor with reasonable notice of any claim, the right to control the defense of any claim and reasonable cooperation in the defense of any such claim, provided that County shall have the right to participate in any such defense at its sole cost and expense.

17.2 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.

- A. **Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Project Director, or his/her designee, prior to commencing

initial performance, or commencing subsequent years of performance, as applicable, under this Agreement. Such certificates or other evidence shall

- (1) Specifically identify this Agreement.
 - (2) Clearly evidence all coverages required in this Agreement.
 - (3) Contain the express condition that County is to be given written notice by certified or registered mail at least thirty (30) days in advance of any cancellation for all policies evidenced on the certificate of insurance.
 - (4) Include copies of the additional insured endorsement(s) to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
 - (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County or to require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- B. Insurer Financial Ratings.** Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII unless otherwise approved by County.
- C. Failure to Maintain Coverage.** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- D. Notification of Incidents, Claims or Suits.** Contractor shall report to County:
- (1) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - (2) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
 - (3) any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County's Project Director.

- (4) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

- E. **Insurance Coverage Requirements for Subcontractors.** Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
 - (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
 - (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

17.3 INSURANCE COVERAGE REQUIREMENTS

- A. **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- B. **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$500,000 for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."

- C. **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

18. RECORDS AND AUDITS

- 18.1 Unless otherwise required by federal or state law or regulation, Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all

financial records, timecards, and other employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County electronically or otherwise during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, and an audit discovers violation by Contractor of this Agreement or law, then, at County's option, Contractor shall pay County for reasonable travel, per diem, and other costs incurred by no more than two (2) County auditors or other personnel to examine, audit, excerpt, copy, or transcribe such material at such other location in accordance with the applicable provisions of County's then current Chapter 5.40 (Travel and Other Expenses), the most recent version of which as of the Effective Date is attached hereto as Exhibit J (County Travel Expense Reimbursement Rates).

18.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with the County Auditor-Controller within thirty days of Contractor's receipt thereof unless otherwise provided by applicable federal or state law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

18.3 Failure on the part of Contractor to comply with the provisions of this Paragraph 18 shall constitute a material breach upon which County, in its sole discretion, may terminate or suspend this Agreement.

19. PUBLICITY

Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not prohibit Contractor from publishing its role under this Agreement, so long as Contractor strictly complies with the following conditions and/or limitations:

- A. Contractor shall develop all publicity material in a professional manner;
- B. During the term of this Agreement, Contractor shall not, nor authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director. County shall not unreasonably withhold written consent; and
- C. Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that Contractor strictly complies with the requirements of this Paragraph 19.

20. PROPRIETARY CONSIDERATIONS

20.1 Unless otherwise required by federal or state law or regulation, County shall be the sole owner of all right, title, and interest, including copyright, in and to all pre-existing information owned by County and any plans including Work Plans, diagrams, data analyses and Status Reports

which are originated or created through Contractor's work pursuant to this Agreement (hereafter "County Materials"). Contractor shall own all of Contractor's own pre-existing information and any proprietary information of Contractor, or a third party, which is utilized by Contractor in the course or for the purpose of this Agreement ("Contractor Materials"). Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to and vest in County all Contractor's right, title, and interest in and to County Materials, including any copyright, patent, and trade secret rights which arise pursuant to Contractor's work under this Agreement.

- 20.2 Contractor shall grant to County a non-exclusive, non-transferable, unrestricted, royalty free license to use all the Contractor Materials provided under this Agreement for County's business purposes.
- 20.3 Any and all materials, software, and tools that are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder and which Contractor considers to be proprietary and/or confidential, must be expressly and specifically identified by Contractor to County's Project Manager, or his/her designee, as proprietary and/or confidential and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL" on each page containing such material.
- 20.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items, if any, are safeguarded and held in confidence. County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 20.5 County shall have no obligation to Contractor under Paragraph 20.4 or otherwise if proprietary and/or confidential items are not plainly and prominently identified in accordance with Paragraph 20.4. Further, County shall have no obligation to Contractor under this Paragraph 20 for any disclosures required under any state and/or federal law and/or order of court.
- 20.6 All rights and obligations of this Paragraph 20 shall survive the expiration or termination of this Agreement.

21. INTELLECTUAL PROPERTY INDEMNIFICATION

- 21.1 Contractor shall indemnify, defend, and hold harmless County from and against any and all liability, including but not limited to damages, fees (including attorney and expert witness fees), costs, and/or expenses, for or by reason of any actual or alleged infringement of any third party's U.S. patent and/or copyright and/or any actual or alleged unauthorized trade secret disclosure arising from and/or related to the operation and/or utilization of Contractor's work under this Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and shall cooperate with Contractor's defense thereof.
- 21.2 In the event any product of Services provided under this Agreement, which was created or provided by Contractor and unmodified by County or its agents, becomes the subject of any dispute, demand, claim, complaint, action, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or

subjected to a risk of potential damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- A. Procure for County all rights to continued use of the questioned product; or
- B. Replace the questioned product with a non-questioned item; or
- C. Modify the questioned product so that it is free of claims.

- 21.3** Contractor shall have no liability for the alleged infringement or unauthorized disclosure to the extent that such is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

22. COMPLIANCE WITH APPLICABLE LAW

- 22.1** Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances. All provisions thereof required thereby to be included in this Agreement are hereby incorporated herein by reference.

- 22.2** Contractor shall indemnify, defend, and hold harmless County from and against any and all liability, including but not limited to damages, fees (including attorney and expert witness fees), costs, and/or expenses, to the extent arising from or related to any violation on the part of Contractor, its employees, agents, or subcontractors of any such laws, rules, regulations, and/or ordinances. County will provide Contractor with reasonable notice of any claim, the right to control the defense of any claim and reasonable cooperation in the defense of any claim, provided that County shall have the right to participate in any such defense at its sole cost and expense.

23. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA) and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

24. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 24.1** Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations

- 24.2** Contractor shall certify to, and comply with, the provisions of Exhibit F (Contractor's EEO Certification).

- 24.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 24.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 24.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 24.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 24 when so requested by the County with advanced notice.
- 24.7 If the County finds that any provisions of this Paragraph 24 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 24.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

25. EMPLOYMENT ELIGIBILITY VERIFICATION

- 25.1 Contractor warrants that it shall fully comply with all federal statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. Contractor shall obtain from all employees performing work hereunder all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

25.2 Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

26. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph and/or section headings used in this Agreement, including all Exhibits, are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

27. WAIVER

Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. No waiver by County of any alleged breach of any provision of this Agreement shall constitute a waiver of any other alleged breach or of such provision. The rights and remedies set forth in this Paragraph 27 are non-exclusive and cumulative.

28. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement is and shall be executed under, governed by, and construed in accordance with the substantive and procedural laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement. Contractor further agrees with and consents to venue of any action brought hereunder to be exclusively in the County of Los Angeles, California.

29. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, unless the essential purposes of this Agreement shall be materially impaired thereby.

30. CONTRACT HIRING

30.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGET FOR LAYOFF/RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Agreement.

30.2 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

30.3 PRIORITY OF HIRING

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

31. TERMINATION FOR INSOLVENCY

31.1 County may terminate this Agreement forthwith in the event of the occurrence of any of the following incidents of insolvency:

- A. Contractor has ceased to pay a substantial portion of its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under federal bankruptcy laws and whether or not Contractor is insolvent within the meaning of such laws;
- B. The filing of a voluntary or involuntary petition under federal bankruptcy laws with Contractor as debtor;
- C. The appointment of a Receiver or Trustee for Contractor; or
- D. The execution by Contractor of a general assignment for the benefit of creditors.

31.2 The rights and remedies of County provided in this Paragraph 31 are non-exclusive and cumulative.

32. TERMINATION FOR DEFAULT

32.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if, in the judgment of County's Project Director:

- A. Contractor has violated a provision herein specified as a material breach or has otherwise materially breached this Agreement; or
- B. Contractor has failed to timely provide and/or satisfactorily perform professional quality tasks, deliverables, goods, services, and/or other work specified in this Agreement or the Statement of Work, subject to the Dispute Resolution Procedure; or

- C. Contractor has failed to demonstrate a strong probability of successful completion or timely fulfillment of the performance requirements of the Statement of Work, and cure periods have not cured the Performance Deficiency(ies), or Contractor fails to comply with any other provision of this Agreement, subject to the Dispute Resolution Procedure; and
- D. If in either of the circumstances in Paragraphs 32.1.B or 32.1.C, above, Contractor fails to cure or initiate convincing remedial action, as determined in the sole discretion of County's Project Director, with respect to any such alleged failure within a period of five Business (5) Days (or such longer period as County may authorize in writing) after issuance of written notice from County specifying such default(s).

32.2 If, after County has given notice of termination under the provisions of this Paragraph 32, it is determined by County that Contractor was not in default under the provisions of this Paragraph 32, or that the default was excusable under the provisions of this Paragraph 32, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 33 (Termination for Convenience).

32.3 The rights and remedies of County provided in this Paragraph 32 are non-exclusive and cumulative.

33. TERMINATION FOR CONVENIENCE

33.1 County may terminate this Agreement, in whole or in part, when such termination is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination provided by County's Project Director to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective which shall be no less than ten (10) days after notice is sent.

33.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall immediately:

- A. Stop work under this Agreement, as identified in such notice;
- B. Transfer title of County Materials and deliver to County all completed work and work in process; and
- C. Complete performance of such part of the work as shall not have been terminated by such notice.

34. TERMINATION FOR IMPROPER CONSIDERATION

34.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

34.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

34.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

35. EFFECT OF TERMINATION

In addition to any other rights and remedies of the terminating party, upon termination of this Agreement, whether for cause or at will:

1. County shall have the right to use County Materials or any other products of Services provided by Contractor under this Agreement usage of which is not specifically prohibited herein; and
2. County shall pay Contractor any amounts for the Services deliverables completed under the Agreement or any applicable Statement of Work up until the time of termination; and
3. Contractor shall return to County all amounts paid by County, yet unearned by Contractor.

36. COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either repaid by Contractor to County by cash payment upon demand or, at the sole option of County's Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

37. NOTICE OF DELAYS

Except as otherwise provided in this Agreement, when either party has knowledge that any actual or potential situation is delaying, or threatens to delay, the timely performance of this Agreement, that party as soon as possible, but no later than within two (2) working days, shall give notice thereof, including all relevant information with respect thereto, to the other party.

38. CONFLICT OF INTEREST

38.1 No County employee whose position with County enables such employee to influence the award or conduct of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval, or ongoing

evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

- 38.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 38 shall be a material breach of this Agreement.

39. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's budget for each such future fiscal year. In the event that funds are not appropriated, or only limited amounts are appropriated, then this Agreement is subject to partial or full termination as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such funding limitation at the earliest possible date.

40. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 40.1 Contractor shall repair, or cause to be repaired, at its own cost any and all damage to County facilities, buildings, grounds, and/or equipment caused by Contractor or employees, subcontractors, or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage but in no event later than thirty (30) days after the occurrence.
- 40.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or County may deduct such costs from any amounts due to Contractor from County.

41. AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

42. RESTRICTIONS ON LOBBYING

42.1 FEDERAL FUNDS PROJECTS

If any federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

42.2 COUNTY PROJECTS – TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor and each County lobbyist or County lobbying firm, as defined in County Code Section 2.160.010, retained by Contractor shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Agreement.

43. NOTICES

43.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be (1) hand delivered with signed receipt, (2) mailed by first-class registered or certified mail, postage prepaid, (3) sent by overnight carrier, or (4) sent by confirmed facsimile (fax) transmission.

43.2 Notices to County shall be sent to County's Project Director identified in Paragraph 4.2.1 (County's Project Director) at the address listed in Section I (County's Key Personnel) of Exhibit E (Administration of Agreement).

43.3 Notices to Contractor shall be sent to Contractor's Project Director identified in Paragraph 5.2.1 (Contractor's Project Director) at the address listed in Section II (Contractor's Key Personnel) of Exhibit E (Administration of Agreement).

44. CHILD SUPPORT PROGRAM

44.1 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department will supply Contractor with the poster to be used.

44.2 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

44.2.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through purchase order or Agreement are in compliance with their court-ordered children, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

44.2.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with applicable employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and, if applicable, California Unemployment Insurance Code Section 1088.5, and shall implement all applicable lawfully served Wage and Earnings Withholding Orders or Child Support Service Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

44.3 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

As specified herein, failure of Contractor to maintain compliance with the requirements set forth in Paragraph 44.2 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Agreement pursuant to Paragraph 32 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

45. COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards, including those set forth in Exhibit A (Scope of Work) with all Schedules thereto. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the County's Board of Supervisors. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement in whole or in part or impose other penalties as specified in this Agreement.

46. NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal

income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

47. CONFIDENTIALITY AND SECURITY

- 47.1** In accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives relating to confidentiality, Contractor shall protect the security of and keep confidential all records, materials, documents, data, and/or other information received, obtained, and/or produced under the provisions of this Agreement, including Protected Health Information as such term is defined in Exhibit H (Business Associate Agreement). Contractor shall use the appropriate security measures to protect all such records, materials, documents, data, and/or other information from loss, damage, and/or unauthorized dissemination by any cause, including but not limited to fire and theft.
- 47.2** Contractor shall not disclose to any person or entity any information identifying, characterizing, or relating to any trait, feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in County's computer system(s) nor any safeguard, counter-measure, contingency plan, policy, or procedure for any data or system security contemplated or implemented by County, without County's prior written consent.
- 47.3** Contractor shall inform all of its officers, employees, agents and subcontractors performing work hereunder of the confidentiality provisions of this Agreement and shall ensure that each of its and subcontractors' officers, employees and agents performing work hereunder has executed, prior to commencing such work, Contractor's or subcontractor's standard confidentiality and non-disclosure agreement which is no less protective than the confidentiality and non-disclosure provisions of this Agreement, including Exhibit G (Contractor Acknowledgment and Confidentiality Agreement).
- 47.4** Contractor shall ensure that only those Contractor Personnel and/or subcontractor employees required to perform the work hereunder shall have access to County records, materials, documents, data, and/or other information. All records, materials, documents, data, and/or other information of any kind obtained from County and all reports developed by Contractor and/or its subcontractor(s) under this Agreement are confidential to and are solely the property of County.
- 47.5** Contractor shall take steps to ensure that said records, materials, documents, data, and/or other information of any kind obtained from County shall not be copied or reproduced by any method without the express, written approval of County's Project Director or his/her designee. The provisions of this Paragraph 47 shall survive the expiration or other termination of this Agreement.

48. LIMITATION OF LIABILITY

- 48.1** ANY LIABILITY OF CONTRACTOR TO COUNTY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED, IN THE AGGREGATE, TO THE AMOUNT OF DAMAGES UP TO AND INCLUDING THE CONTRACT SUM OR THE AMOUNT OF INSURANCE REQUIRED UNDER THIS AGREEMENT PURSUANT TO PARAGRAPH

17.3 (INSURANCE COVERAGE REQUIREMENTS) HEREIN, WHICHEVER IS GREATER.

- 48.2 Neither Contractor nor County shall be liable to the other for any special, incidental, indirect, exemplary, and/or punitive damages, or for any economic consequential damages (including lost profits or savings), even if the other party is informed of their possibility.
- 48.3 Nothing in this Paragraph 48 shall limit Contractor's liability for grossly negligent acts and/or omissions, willful or intentional misconduct or Contractor's obligations of indemnification under Paragraph 21 (Intellectual Property Indemnification).
- 48.4 The remedies set forth in this Paragraph 48 are not exclusive, and their application shall not be construed as a waiver of any other remedy provided by law or as set forth in this Agreement.

49. SURVIVAL

The following provisions of this Agreement shall survive in perpetuity its expiration and/or termination for any reason(s): Paragraph 17 (Indemnification and Insurance), Paragraph 16.3 (subcontractor indemnity), Paragraph 20 (Proprietary Considerations), Paragraph 21 (Intellectual Property Indemnification), Paragraph 47 (Confidentiality and Security), Exhibit G (Contractor Acknowledgment and Confidentiality Agreement), with the exception of dates specified in such Exhibit G.

50. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any services performed by or on behalf of Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 50 shall survive the expiration or other termination of this Agreement.

51. CONTRACTOR RESPONSIBILITY AND DEBARMENT

51.1 RESPONSIBLE CONTRACTOR

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

51.2 CHAPTER 2.202 OF THE COUNTY CODE

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other

remedies provided in this Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts Contractor may have with County.

51.3 NON-RESPONSIBLE CONTRACTOR

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

51.4 CONTRACTOR HEARING BOARD

1. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

51.5 SUBCONTRACTORS OF CONTRACTOR

These terms shall also apply to subcontractors of County Contractors.

52. COMPLIANCE WITH JURY SERVICE PROGRAM

52.1 JURY SERVICE PROGRAM

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

52.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 52.2.1** Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

- 52.2.2** For purposes of this Paragraph 52, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser

number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 52. The provisions of this Paragraph 52 shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.

52.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

52.2.4 Contractor’s violation of this Paragraph 52 may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

53. RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors’ policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the extent reasonable in the performance of this Agreement.

54. CONTRACTOR’S OBLIGATIONS UNDER HIPAA

Contractor shall comply with the provisions mandated by HIPAA as a Business Associate of County. Upon execution of this Agreement, but no later than commencing performance of work hereunder, Contractor shall execute the Business Associate Agreement attached as Exhibit H. Should County amend the Business Associate Agreement as is necessary to comply with the requirements of the Privacy and/or Security Regulations (as such term is defined in the Business Associate Agreement) County will execute a Change Notice in accordance with Paragraph 8 (Changes and Amendments), and Contractor shall execute the amended Business Associate Agreement immediately thereafter.

55. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) and is also available on the Internet at www.babysafela.org for printing purposes.

56. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

57. DISPUTE RESOLUTION PROCEDURE

- 57.1** Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 57 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 57.2** Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County determines should be delayed as a result of such dispute.
- 57.3** In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 57.4** In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 57.5** In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's Senior Vice-President of Implementation Services and the Chief Information Officer of County's Department of Health Services. These persons shall have ten (10) Business Days to attempt to resolve the dispute.
- 57.6** In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 57.7** All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 57, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective

representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

- 57.8 Notwithstanding any other provision of this Agreement, each party's right to terminate this Agreement pursuant to Paragraph 31 (Termination for Insolvency), Paragraph 34 (Termination for Improper Consideration), Paragraph 33 (Termination for Convenience), or any other termination provision hereunder, and each party's right to seek injunctive relief to enforce the provisions of Paragraphs 20 (Proprietary Considerations) and 47 (Confidentiality and Security), shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of each party's rights, and shall not be deemed to impair any claims that one party may have against the other or either party's rights to assert such claims after any such termination or such injunctive relief has been obtained.

58. FORCE MAJEURE

- 58.1 Except with respect to defaults of any subcontractor(s) and any payment due to Contractor in accordance with the terms of this Agreement that had previously been invoiced, neither party shall be liable for reasonable delays in the completion of work under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes or freight embargoes, but in every such case the failure to perform must be beyond the control and without any fault or negligence of such party.
- 58.2 Notwithstanding anything herein to the contrary, neither party shall be liable for any additional costs incurred by the other party, or any subcontractor hereto if applicable, arising out of or resulting from any such *force majeure* event.

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month and year first above written.

CONTRACTOR

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

By [Signature] Signature

Title President, Commercial Org.

Tax ID # 86-0378223

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
Of the Board of Supervisors

By [Signature]



COUNTY OF LOS ANGELES

By [Signature]
Chairman, Board of supervisors
PRO TEM YVONNE B. BURKE

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By [Signature]
VICTORIA MANSOURIAN
Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

By [Signature]
CARA O'NEILL, Chief
Contracts and Grants Division

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

11 - OCT 16 2007

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

76372

EXHIBIT A

**SCOPE OF WORK
FOR
PROFESSIONAL SERVICES**

SEPTEMBER 2007

TABLE OF CONTENTS

1.	Project Management	A-1
2.	Status Reports	A-2
3.	Status Conferences.....	A-2
4.	Required Services	A-2
4.1	Statement of Work	A-2
4.2	Work Plan	A-3
5.	Supplemental Services	A-4

EXHIBIT A

SCOPE OF WORK

This Exhibit A describes the scope of services and other work, including Required Services and Supplemental Services, which County may require Contractor to provide during the term of this Agreement. The details of the tasks, subtasks and deliverables shall be specified: (i) for Required Services for each County Facility, in the applicable Statement of Work and a Work Plan for that County Facility developed pursuant to Section 4 (Required Services) hereof and (ii) for Supplemental Services, in the Work Order agreed to by the parties pursuant to Section 5 (Supplemental Services) below.

1. PROJECT MANAGEMENT

Contractor shall provide project management services related to the tasks and other work stemming from this Agreement using agreed upon methodologies approved and/or required by County (i) at no charge to County, for the first twenty (20) hours per each invoice month, and (ii) as Supplemental Services, for the hours exceeding the twenty-hour threshold within such invoice month, subject to County's approval prior to performing such services and other provisions relating to Supplemental Services, including Paragraph 10.2 (Supplemental Services) of the body of the Agreement. For a Project Statement of Work, any hours out of the twenty-hour threshold unused during an invoice month shall carry over to and increase the twenty-hour threshold of the following invoice month. The project management tasks subject to the limitations of this Section 1 (hereafter in this Section 1 "Project Management") shall be limited to the following:

- A. Management of the Project against the defined Work Plan, including tasks, timelines and milestones, if any, and resource requirements;
- B. Preparation of written Status Reports; and
- C. Management of the detailed Project or Work Plan.

Notwithstanding the foregoing, the parties agree that the following tasks are not Project Management tasks as defined in this Section 1 and are not billable to County:

- A. Coordination of tasks within Contractor's staff;
- B. Addressing Contractor staffing and personnel matters, including management of Contractor's technical staff;
- C. Conducting regularly scheduled or status conference calls and meeting, including Contractor's responsibilities under Section 3 (Status Conferences) below;
- D. Billing and/or dealing with issues relating to submission or County's approval or disapproval of invoices; or
- E. Any other tasks relating to the administration of this Agreement.

2. STATUS REPORTS

Contractor's Project Manager shall prepare and present to County's Project Manager for approval a written status report documenting project progress, plans and outstanding issues (hereinafter "Status Report"). Each Status Report shall be provided by Contractor to County bi-weekly, or as often as may be required by County's Project Manager (hereafter "reporting period"), and, unless otherwise specified by County's Project Manager, shall, at a minimum, include the following information:

1. County Facility;
2. Period covered by the report;
3. Overview of the reporting period;
4. Tasks, subtasks and deliverables scheduled for the reporting period;
5. Tasks, subtasks and deliverables completed during the reporting period;
6. Projected completion time for tasks, subtasks and deliverables scheduled for but not completed during the reporting period;
7. Issues resolved and to be resolved;
8. Summary of project status as of the reporting date; and
9. Any other information which County or Contractor may from time to time require.

3. STATUS CONFERENCES

As requested by County's Project Manager, Contractor's Project Manager shall meet with or conduct a status update conference call with County's Key Personnel as often as reasonably requested by County's Project Manager at a time and place mutually agreed to by both parties in order to discuss Status Report(s) and resolve any related matters.

4. REQUIRED SERVICES

4.1 STATEMENT OF WORK

For each Project, upon execution of this Agreement, and each Amendment for adding a County Facility to the Agreement thereafter, Contractor and County shall have developed and agreed upon a preliminary Statement of Work, consisting of the Project tasks, subtasks, deliverables, including key deliverables, and milestones, based on County's specifications for the applicable County Facility. Each such Statement of Work shall be limited to one and only one County Facility and shall be attached to Exhibit A (Scope of Work) as a sequentially numbered Schedule for each County Facility, starting with Schedule A.1 (Statement of Work – LAC+USC). Immediately following the effective date of the Agreement, or any applicable Amendment described above, County and Contractor shall review the preliminary Statement of Work and modify it based on County's requirements and Contractor's assessment of the Required Services to be performed. While it is estimated that the final Statement of Work should be produced in five (5) Business Days,

County and Contractor shall agree upon a finalized Statement of Work no later within ten (10) Business Days from the effective date of the Agreement, or any applicable Amendment, and replace the specific applicable numbered Schedule attached to Exhibit A (Scope of Work) with the finalized version.

4.2 WORK PLAN

For each Project, upon execution of this Agreement, and each Amendment for adding a County Facility to the Agreement thereafter, Contractor and County shall have developed and agreed upon a preliminary Work Plan for performing the Project tasks, subtasks and deliverables identified in the applicable Statement of Work for the Required Services which will be performed by Contractor at the applicable County Facility. Each such Work Plan shall be limited to one and only one County Facility and shall be attached to Exhibit B (Project Schedule) as a sequentially numbered Schedule for each County Facility, starting with Schedule B.1 (Work Plan – LAC+USC). Immediately following the effective date of the Agreement, or any applicable Amendment described above, County and Contractor shall review the preliminary Work Plan and modify it based on County's specifications and Contractor's assessment of the Required Services to be performed. While it is estimated that the final Work Plan should be produced in five (5) Business Days, County and Contractor shall agree upon a finalized Work Plan no later within ten (10) Business Days from the effective date of the Agreement, or any applicable Amendment, and replace the applicable sequentially numbered Schedule attached to Exhibit B (Project Schedule) with the finalized version.

The Work Plan shall be provided by Contractor to County under this Agreement in a mutually agreed upon electronic format and shall include, but not be limited to, the following:

- A. ***Deliverable Number***, including whether such deliverable is a key deliverable or a milestone;
- B. ***Deliverable Title*** and/or description;
- C. ***Projected Hours*** allocated for completing the deliverable;
- D. ***Projected Cost*** (Fixed Hourly Rate multiplied by Projected Hours);
- E. ***Actual Hours*** spent by Contractor on the deliverable;
- F. ***Cure Period*** for re-performing or correcting a deficiency in the deliverable; and
- G. ***Total Projected Hours*** equal to the sum of the Projected Hours allocated for completing all deliverables under the Statement of Work.

County may, with Contractor's approval, prior to completion by Contractor of the last task in the Statement of Work, modify the Work Plan by re-allocating unused Projected Hours under a deliverable towards, and as an increment to, the Projected Hours allocated for any uncompleted deliverable, provided that the sum of the Projected Hours allocated for completing all tasks in the Statement of Work subsequent to such modification does not increase the Total Projected Hours for the Statement of Work prior to the Work Plan modification. County and Contractor shall memorialize such modification by executing a

Change Notice which shall replace the applicable sequentially numbered Schedule attached to Exhibit B (Project Schedule) with the modified Work Plan.

Contractor shall complete all tasks/deliverables in the Work Plan and certify in writing that the performed Required Services meet the requirements of the applicable Project Statement of Work and this Agreement.

5. SUPPLEMENTAL SERVICES

In response to County's Project Manager's written request for Supplemental Services for a particular County Facility, which fall outside of the Project Statement of Work for such County Facility, Contractor shall provide, within three (3) Business Days, but in no event later than within five (5) Business Days, of receipt of such request, a written quotation including a listing of proposed tasks and means for performing such Supplemental Services and an estimate of Total Projected Hours required for completion thereof. Upon County's review of Contractor's proposal, Contractor shall modify the proposal based on County's comments and submit to County for approval a Work Order which shall include a Statement of Work and a corresponding Work Plan, meeting the requirements of Sections 4.1 (Statement of Work) and 4.2 (Work Plan) respectively, for performing such Supplemental Services. Unless otherwise agreed to by the parties, both the Statement of Work and the Work Plan attached to any executed Work Order for Supplemental Services under this Agreement shall be final and not preliminary.

Contractor shall complete all tasks/deliverables in the Work Plan and certify in writing that the performed Supplemental Services meet the requirements of the applicable Work Order Statement of Work and this Agreement.

It is County's intent to acquire some or all of the following Supplemental Services:

- i. v2.5 CoPath software upgrade;
- ii. CoPath Plum Premium Interface (HIS orders and result interfaces);
- iii. CoPath Reference Lab interface;
- iv. CoPath Imaging (Apollo);
- v. v6.3 Lab software upgrade;
- vi. Training on Ad Hoc reports;
- vii. Training on CoPath Power Builder;
- viii. Dynamic Addressing.

SCHEDULE A.1
STATEMENT OF WORK – LAC+USC

I. INTRODUCTION

This Schedule A.1 (hereafter in this Schedule A.1 "SOW") to Exhibit A sets forth the Required Services to be provided by Contractor under the Agreement, consisting of tasks and deliverables related to the development and upgrade of interfaces as a result of the move of the LAC+USC Medical Center laboratory to the replacement facility. Capitalized terms used in this SOW without definition have the meanings set given to such terms in the body of the Agreement.

Contractor shall perform, complete and deliver, as applicable, all tasks and deliverables comprising the Required Services, however denoted, as set forth in this Schedule A.1 and the Agreement, including Exhibit A (Scope of Work) and Exhibit D (Performance Requirements). Also defined herein are those tasks and deliverables that involve participation of both Contractor and County. Unless otherwise specified as an obligation of County, Contractor shall perform all tasks and provide all deliverables as defined herein. Contractor must receive written approval from County for all work performed by Contractor pursuant to this Agreement, as well as written acceptance of the deliverables associated with any such work.

II. WORK PLAN

Immediately following the effective date of the Agreement, Contractor shall review the preliminary Work Plan for the LAC+USC Medical Center and propose modifications thereto in order to finalize the Work Plan based on County's specifications and Contractor's assessment of the Required Services to be performed in accordance with this Schedule A.1. Following County's review of Contractor's proposed modifications to the Work Plan, Contractor and County shall agree on the finalized Work Plan, which shall serve as the basis for monitoring the Actual Hours spent by Contractor to complete the tasks under this Schedule A.1. The finalized Work Plan shall replace the preliminary Work Plan and shall be attached hereto as Schedule B.1 (Work Plan – LAC+USC).

III. TASKS AND DELIVERABLES

The sequence in which tasks, subtasks and deliverables appear in this Section III of the SOW does not dictate the order in which such tasks, subtasks and deliverables may actually be performed. Unless specified by County otherwise, while performing Tasks and Deliverables 1 through 11 listed below in this Section III of the SOW, Contractor shall provide documentation and knowledge transfer relating to such Tasks and Deliverables based on County's specifications. Those tasks, which will be performed off-site, shall include:

1. Written documentation of the steps required to perform such tasks.
2. Six (6) mutually agreed upon on-site review sessions with discussion (questions and answers) of the tasks with the local Clinical Laboratory Information System (CLIS) personnel. Additional Contractor personnel may join the scheduled sessions by conference call.
3. Procedures for the support and troubleshooting of each task suitable for use by the local CLIS personnel. The procedure must include sufficient detail to allow the local CLIS personnel to re-perform the task. The procedure is not required for the removal of TEST2.
4. The check lists, ad hoc reports and other tools used to ensure synchronization of TEST1 and LIVE.

TASK 1 – IMPLEMENT ANALYTICAL INSTRUMENT INTERFACES

Contractor shall provide professional services for implementing analytical instrument interfaces related to the move of the LAC+USC Medical Center laboratory to the replacement facility, which shall include, but not be limited to, developing new and updating and/or transferring existing interfaces, performing the necessary general laboratory maintenance related to new test codes and/or new method associations with existing test codes, performing the needed maintenance for each specific instrument, modifying existing maintenance as needed, LARS configurations and assisting County in the testing and validation of interfaces prior to moving the interfaces into production environment, as further described in Subtasks 1.1 through 1.10 below.

SCHEDULE A.1

STATEMENT OF WORK – LAC+USC

As part of performing the work under this Task 1, including Subtasks 1.1 through 1.10, Contractor shall create written documentation of the interface parameters and define a procedure for the support and troubleshooting of each interface suitable for use by the local CLIS personnel, which shall include sufficient detail to allow recreation of the steps followed by Contractor in completing this Task 1.

Subtask 1.1 – Implement Roche Modular Interfaces

Contractor shall transfer and update the existing interfaces listed below for and/or related to Roche Modular in accordance with this Task 1 and Schedule B.1 (Work Plan – LAC+USC):

- DI module ARD1
- Roche Modular P, P, E ARM1
- Roche Modular P, P, P, E ARM2

Subtask 1.2 – Implement Beckman Power Processor Interfaces

Contractor shall transfer and update existing or develop and install new interfaces listed below for and/or related to Beckman Power Processor in accordance with this Task 1 and Schedule B.1 (Work Plan – LAC+USC) as follows:

- Beckman Power Processor I – transfer & update
- ALC3 – transfer & update
- ALC4 – transfer & update
- Beckman Power Processor II – develop & install
- ALC5 – transfer & update
- ALC6 – transfer & update

Subtask 1.3 – Implement Bayer Clinitek Atlas Interfaces

Contractor shall transfer existing or develop new interfaces listed below for and/or related to Bayer Clinitek Atlas in accordance with this Task 1 and Schedule B.1 (Work Plan – LAC+USC) as follows:

- ACLN2 – transfer & update
- AUA2 – develop & install

Subtask 1.4 – Implement Bayer Centaur Interfaces

Contractor shall develop and install new interfaces listed below for and/or related to Bayer Advia Centaur in accordance with this Task 1 and Schedule B.1 (Work Plan – LAC+USC):

- ACEN
- ACEN1
- ACEN2

Subtask 1.5 – Implement DiaSorin ETI MAX Interfaces

Contractor shall develop and install new interfaces listed below for and/or related to DiaSorin in accordance with this Task 1 and Schedule B.1 (Work Plan – LAC+USC):

- AETX1
- AETX2

Subtask 1.6 – Implement Nova Interfaces

Contractor shall develop and install new interfaces listed below for and/or related to NOVA in accordance with this Task 1 and Schedule B.1 (Work Plan – LAC+USC):

SCHEDULE A.1
STATEMENT OF WORK – LAC+USC

- ABGN
- ABGN1
- ABGN2
- ABGN3
- ABGN4
- ABGN5

Subtask 1.7 – Implement BeckMan Coulter LH750 Interfaces

Contractor shall transfer and update existing or develop and install new interfaces listed below for and/or related to Beckman Coulter LH750 in accordance with this Task 1 and Schedule B.1 (Work Plan – LAC+USC) as follows:

- ALH1 – transfer & update
- ALH2 – transfer & update
- ALH3 – transfer & update
- ALH4 – develop & install

Subtask 1.8 – Implement Stago Star Interfaces

Contractor shall transfer and update existing interfaces listed below for and/or related to Stago Star in accordance with this Task 1 and Schedule B.1 (Work Plan – LAC+USC):

- ASTA4
- ASTA5

Subtask 1.9 – Implement Coulter FC500 Interfaces

Contractor shall develop and install new interfaces listed below for and/or related to Coulter FC500 in accordance with this Task 1 and Schedule B.1 (Work Plan – LAC+USC):

- DIAF
- AFC1
- AFC2

Subtask 1.10 – Implement Analytical Instrument Interfaces for the Beckman DXC 600

Contractor shall develop and install new interfaces listed below for and/or related to seven (7) BECKMAN DXC 600s in accordance with this Task 1 and Schedule B.1 (Work Plan – LAC+USC):

- IDXC1
- IDXC2
- HDXC1
- HDXC2
- JDXC1
- JDXC2
- JDXC3

DELIVERABLE 1 – ANALYTICAL INSTRUMENT INTERFACES

Contractor shall certify in writing that all analytical instrument interfaces have been delivered and successfully implemented in accordance with Task 1 (Implement Analytical Instrument Interfaces), including Subtasks 1.1 through 1.10, and Schedule B.1 (Work Plan – LAC+USC).

TASK 2 – REMOVE TEST2 ENVIRONMENT

SCHEDULE A.1
STATEMENT OF WORK – LAC+USC

Contractor will review the Laboratory Information System (LIS) configuration to ensure that all existing LIS environments (e.g., LIVE, TEST1, TEST2) are entirely separate entities, independent from each other, and self-sufficient. Contractor shall then identify and perform the appropriate actions required to remove all the TEST2 Environment from the CLIS configuration.

DELIVERABLE 2 – REMOVED TEST2 ENVIRONMENT

Contractor shall provide to County the results of successful removal of the TEST2 Environment from CLIS pursuant to Task 2 (Remove TEST2 Environment).

TASK 3 – SYNCHRONIZE LIVE AND TEST1 ENVIRONMENTS

Contractor shall ensure that the LIVE and TEST1 environments are completely synchronized, including but not limited to test codes, calculations, SMART definitions, device definitions, instrument and system interfaces, and reports. Contractor shall then synchronize, test, and certify the LIVE and TEST1 environments are identical.

DELIVERABLE 3 – SYNCHRONIZED LIVE AND TEST1 ENVIRONMENTS

Contractor shall provide to County the results of completed synchronization and testing of the LIVE and TEST1 environments pursuant to Task 3 (Synchronize LIVE and TEST1 Environments).

TASK 4 – BUILD SMART TABLE AND ROUTE DEFINITIONS

Contractor shall build SMART Table and Route Definitions for the new facility as provided below:

- County will provide Contractor with the SMART Table and Route Definitions for the new facility, as specified in Attachment A.1-A (SMART Table and Route Diagram) hereto;
- Contractor shall review the SMART Table and Route Definitions provided by County, including the preferred Container Types, validate them for accuracy and completeness, and build the SMART function for the new facility;
- Contractor shall assist County with testing of the SMART Table and Route Definitions.

Contractor shall work with County to identify and validate the preferred Container Types.

DELIVERABLE 4 – SMART TABLE AND ROUTE DEFINITIONS

Contractor shall provide to County SMART Table and Route Definitions, including the preferred Container Types for the new facility, built pursuant to Task 4 (Build SMART Table and Route Definitions).

TASK 5 – SYNCHRONIZE MA-9 CONTAINER TYPES WITH SMART CONTAINERS

Contractor shall synchronize the CLIS *FUNCTION: MA-9* Container Types with SMART Containers against the list of preferred and SMART Container Types which will be provided by County.

SCHEDULE A.1
STATEMENT OF WORK – LAC+USC

DELIVERABLE 5 – SYNCHRONIZED MA-9 CONTAINER TYPES WITH SMART CONTAINERS

Contractor shall provide to County the results of successful completion of synchronization of the CLIS *FUNCTION: MA-9* Container Types with SMART Containers pursuant to Task 5 (Synchronize MA-9 Container Types with SMART Containers).

TASK 6 – DEFINE ADDITIONAL SMART CONTAINER TYPES FOR MICRO AND GEN LABORATORY

Contractor shall define additional SMART Container Types for Micro and Gen Laboratory, as specified in Attachment A.1-B (SMART Container Type Table) hereto.

County will provide specifications for Micro and Gen Laboratory Containers to Contractor. Contractor shall review the information provided by County, validate it for accuracy and completeness and define the SMART Container Types, while making the necessary adjustments to the SMART Table and Route Definitions.

DELIVERABLE 6 – ADDITIONAL SMART CONTAINER TYPES FOR MICRO AND GEN LABORATORY

Contractor shall provide to County the results of successful completion the definition of the Additional SMART Container Types for Micro and Gen Laboratory pursuant to Task 6 (Define Additional SMART Container Types for Micro and Gen Laboratory).

TASK 7 – BUILD NEW INPATIENT LOCATIONS

Contractor shall build New Inpatient Locations in the CLIS *FUNCTION: MA-12* according to the specifications regarding Wards, Rooms per Ward Beds per Room as provided in Attachment A.1-C (New Inpatient Locations) hereto. In providing such tasks, Contractor shall:

- Work with County to identify New Inpatient Locations (604 maximum);
- Develop the specifications for the New Inpatient Locations;
- Build and/or populate the CLIS *FUNCTION: MA-12* table to accommodate the New Inpatient Locations.

DELIVERABLE 7 – NEW INPATIENT LOCATIONS

Contractor shall provide to County New Inpatient Locations in the CLIS *FUNCTION: MA-12* as defined in and pursuant to Task 7 (Build New Inpatient Locations).

TASK 8 – MODIFY OUTPATIENT LOCATIONS

Contractor shall modify Outpatient Locations in accordance with County's specifications set forth in Attachment A.1-D (Outpatient Location Specifications) hereto, which shall be provided to Contractor before Contractor commences any work pursuant to this Task 8.

DELIVERABLE 8 – MODIFIED OUTPATIENT LOCATIONS

Contractor shall provide to County the Outpatient Locations modified pursuant to Task 8 (Modify Outpatient Locations).

TASK 9 – MODIFY CLIS TABLES FOR HIS ORDER MANAGEMENT BARCODE LABEL PRINTERS

Contractor shall identify and modify the applicable CLIS Tables to add Healthcare Information System (HIS) order management for two hundred twenty-five (225) barcode label printer assignments in the new clinical and laboratory areas.

DELIVERABLE 9 – MODIFIED CLIS TABLES FOR HIS ORDER MANAGEMENT BARCODE LABEL PRINTERS

SCHEDULE A.1
STATEMENT OF WORK – LAC+USC

Contractor shall provide to County the CLIS Tables modified to include additional two hundred twenty-five (225) HIS order management barcode label printer assignments in the new clinical and laboratory areas pursuant to Task 9 (Modify CLIS Tables for HIS Order Management Barcode Label Printers).

TASK 10 – DEFINE FAX PRINTERS

Contractor, with County's assistance, shall identify the location and printer number for one hundred (100) new FAX printers identified by County and populate the designated FAX printer table for each location accordingly.

DELIVERABLE 10 – FAX PRINTER DEFINITIONS

Contractor shall provide to County completed definitions of one hundred (100) new FAX printers pursuant to Task 10 (Define FAX Printers).

TASK 11 – MIGRATE AD-HOC REPORTS TO VERSION 11

Contractor shall perform all the necessary tasks to migrate Crystal Reports from Version 9 to Version 11 by scheduling on the Enterprise Server approximately one thousand five hundred (1,500) ad hoc reports identified by County. Contractor shall test and certify accuracy and functionality for up to two hundred (200) ad hoc reports that are identified by County as critical reports.

DELIVERABLE 11 – MIGRATED AD-HOC REPORTS TO VERSION 11

Contractor shall provide to County ad hoc reports successfully migrated to and tested in Crystal Reports Version 11 pursuant to Task 11 (Migrate Ad-Hoc Reports to Version 11). Contractor shall also provide the results of successful testing of up to two hundred (200) critical ad hoc reports identified by County.

ATTACHMENT A.1-A
SMART TABLE AND ROUTE DIAGRAM

PROPOSED SPOT HIERARCHY

* ALABDC = PROPOSED

- APOCT (POINT OF CARE TESTS)
 - APOCGP (POINT OF CARE GROUP)
- ABLDGS (CORE BLOOD GAS)
 - ABGNGP (CORE BLOOD GAS GROUP)
 - ABGN1 (NOVA 1)
 - ABGN2 (NOVA 2)
 - ABGN3 (NOVA 3)
 - ABGN4 (NOVA 4)
 - ABGN5 (NOVA 5)
- ASEND (SENDOUT)
 - AFOC (FOCUS)
 - ASNDOT (MISCELLANEOUS)
 - AQST (QUEST)
 - APHL (PUBLIC HEALTH)
- ACLA3 – NEW CHEM DOWNLOAD = ACTIVATE IN NEW FACILITY
 - APPSND (SENDOUT THRU ACLA3)
 - APPFOC (FOCUS)
 - APPSND (MISCELLANEOUS)
 - APPQST (QUEST)
 - APPPHL (PUBLIC HEALTH)
 - AIMM (IMMUNOLOGY)
 - AETXR (ETIMAX)
 - AETXGP (ETIMAX GROUP)
 - AETX1 (ETIMAX1)
 - AETX2 (ETIMAX2)
 - ASEB (SEBIA)
 - ASEBGP (SEBIA GROUP)
 - ASEB1 (SEBIA)
 - ASERM (IMMUNO/SEROLOGY MANUAL)
 - AIMGF (IMAGE RACK FROZEN)
 - AIMGGP (IMAGE RACK)
 - AIMG1 (IMAGE)
 - ARHEUM (RHEUMATOLOGY)
 - ACHEM (CHEMISTRY)
 - ARM (MODULAR EXPEDITED)
 - ARMGP (MODULAR GROUP)
 - ARM (MODULAR DOWNLOAD)
 - ARM1 (MODULAR 1)
 - ARM2 (MODULAR 2)
 - ACHEMS (CHEMISTRY/TOXICOLOGY)
 - AHCG (URINE HCG)
 - ATOX (TOXICOLOGY MANUAL)
 - AMANCH (MANUAL CHEMISTRIES)
 - ABAYGR (BAYER GROUP)
 - ACENGP (CENTAUR GROUP)
 - ACEN1 (CENTAUR 1)
 - ACEN2 (CENTAUR 2)
 - AUAGP (ATLAS GROUP)
 - AUA1 (ATLAS 1)
 - AUA2 (ATLAS 2)
 - AHIVRA (RAPID HIV-CORE)

ATTACHMENT A.1-A
SMART TABLE AND ROUTE DIAGRAM

- AMANCO (MANUAL CHEMISTRIES-OSMO)
- AFLEX (FLEX TESTS)
- AMANUR (MANUAL URINALYSIS)
- ACLA4 – NEW CHEM UPLOAD = ACTIVATE IN NEW FACILITY

• ACLA5 – NEW HEME DOWNLOAD = ACTIVATE IN NEW FACILITY

- AHEM (HEMATOLOGY)
 - ACOLS (COULTER STAT/ASAP)
 - ACOLGP (COULTER GROUP)
 - ALH1 (LH-1 750)
 - ALH2 (LH-1 750)
 - ALH3 (LH-1 750)
 - ALH4 (LH-1 750)
 - AHEMBF (HEME BODY FLUIDS)
 - AMANHM (MANUAL HEMATOLOGY)
- ASTA (COAGULATION)
 - ASTAS (COAG STAT/ASAP)
 - ASTAF (COAG FREEZE)
 - ASTAGP (COAGULATION GROUP)
 - ASTA4 (STAGO 4)
 - ASTA5 (STAGO 5)
- ASPHEM (SPECIAL HEMATOLOGY)
 - AFCGP (FLOW CYTO GROUP)
 - AFC1 (FC500 1)
 - AFC2 (FC500 2)
 - ASPCG (SPECIAL COAGULATION)
 - ASPCGF (SPECIAL COAGULATION FREEZE)
 - ASPHM (SPECIAL HEMATOLOGY)

• ACLA6 – NEW HEME UPLOAD = ACTIVATE IN NEW FACILITY

• AMOVE

• ABLDBK

• ABB

• AMICRO

- ABACTE
 - ABCULT
 - ABACGP
 - ABAC1
 - ABAC2
 - AVIT1

• AAFB

• AVIRO

• AFUN

• APARA

• AHIV

• A5P21 (TBD)

ATTACHMENT A.1-B

SMART CONTAINER TYPE TABLE

TestName	Test Code	Cont Code	Cont Name	Cont Volume
HERPES VIRAL CULT/CO	HSVC	VT	VIRTRNS	5
RSV BY EIA	RSVIA	VT	VIRTRNS	5
LEGIONELLA AG EIA UR	XLEGIU	UZ	URN-REF	20
LEGIONELLA URINARY A	XLEGU	UZ	URN-REF	20
WET MOUNT	1WETMN	SW	SWAB	5
WET MOUNT	2WETMN	SW	SWAB	5
WET MOUNT	3WETMN	SW	SWAB	5
Mycoplasma pneumonia	XMYCPN	SW	SWAB	5
ACTINOMYCETE CULTURE	ACTC	SC	STRLCNT	1
ANAEROBIC CULTURE	ANAC	SC	STRLCNT	1
Clostridium Difficil	XCDIFT	SX	STL-REF	5
GIARDIA LAMBLIA ANTI	XGIARD	SX	STL-REF	5
CRYPTOSPORIDIUM/CYCL	CCIST	M7	MICRO7	1
WBC STOOL	SWBC	M6	MICRO6	1
AFB CULTURE, BLOOD	AFBB	M5	MICRO5	1
CLOSTRIDIUM DIFFICIL	CDTOX	M5	MICRO5	1
AFB CULTURE, RESPIRA	AFRC3	M3	MICRO3	1
OCCULT BLOOD, STOOL	OCCB	M3	MICRO3	1
AFB STAIN	AFBST	M2	MICRO2	1
AFB CULTURE, RESPIRA	AFRC2	M2	MICRO2	1
CRYPTOCOCCAL ANTIGEN	CNAGC	M2	MICRO2	1
STOOL CULTURE	STLC	M2	MICRO2	1
AFB CULTURE, RESPIRA	AFRC1	M1	MICRO1	1
OVA & PARASITE	OPB	M1	MICRO1	1
FAT STAIN, QUALITATI	FATS	M8	MICRO 8	1
ADENOVIRUS, VIRAL CU	ADEVIC	MC	MICRO	5
AEROBIC IDENTIFICATI	AERID	MC	MICRO	5
AFB CULTURE, NON STE	AFBC	MC	MICRO	5
AFB CULTURE, BODY FL	AFBF	MC	MICRO	5
AFB IDENTIFICATION	AFBID	MC	MICRO	5
AFB CULTURE, BIOPSY	AFBX	MC	MICRO	5
AFB CULTURE, RESPIRA	AFRSP	MC	MICRO	5
AFB CULTURE, STOOL	AFSTL	MC	MICRO	5
AFB CULTURE, CATHETE	AFTIP	MC	MICRO	5
AFB CULTURE, URINE	AFURN	MC	MICRO	5
AFB CULTURE, WOUND	AFWND	MC	MICRO	5
ANAEROBE IDENTIFICAT	ANAID	MC	MICRO	5
BARTONELLA CULTURE	BARC	MC	MICRO	5
BODY FLUID CULTURE	BFLC	MC	MICRO	5
BORDETELLA CULTURE	BORDC	MC	MICRO	5
BRUCELLA CULTURE	BRUC	MC	MICRO	5
BIOPSY CULTURE	BXC	MC	MICRO	5
CYTOMEGALOVIRUS CULT	CMVC	MC	MICRO	5
CRYPTOCOCCAL ANTIGEN	CNAGS	MC	MICRO	5
CONGENITAL PNL, VIRA	CONVC	MC	MICRO	5
CSF CULTURE	CSFC	MC	MICRO	5
CHLAMYDIA TRACHOMATI	CTC	MC	MICRO	5
CHLAMYDIA, DFA	CTDFA	MC	MICRO	5
C. DIPHTHERIAE CULTU	DIPC	MC	MICRO	5
Legionella Culture	DLEGC	MC	MICRO	5
LEGIONELLA CULTURE W	DLEGCD	MC	MICRO	5
EAR CULTURE	EARC	MC	MICRO	5
ENTEROVIRUS, VIRAL C	ENTVC	MC	MICRO	5
ENVIRONMENTAL CULTUR	ENVC	MC	MICRO	5
ENVIRONMENTAL FUNGAL	ENVF	MC	MICRO	5
EYE CULTURE	EYEC	MC	MICRO	5
INFLUENZA A&B ANTIGE	FLUAB	MC	MICRO	5
INFLUENZA A ANTIGEN,	FLUAD	MC	MICRO	5
FUNGAL CULTURE, BLOO	FUNB	MC	MICRO	5
FUNGAL CULTURE, BODY	FUNBF	MC	MICRO	5
FUNGAL CULTURE, BIOP	FUNBX	MC	MICRO	5
FUNGAL CULTURE, EAR	FUNEA	MC	MICRO	5
FUNGAL CULTURE, EYE	FUNEY	MC	MICRO	5
FUNGAL CULTURE, GENI	FUNGE	MC	MICRO	5
FUNGAL IDENTIFICATIO	FUNID	MC	MICRO	5
FUNGAL CULTURE, RESP	FUNRC	MC	MICRO	5
FUNGAL CULTURE, CSF	FUNSF	MC	MICRO	5
FUNGAL CULTURE, SKIN	FUNSK	MC	MICRO	5
FUNGAL CULTURE, STOO	FUNSL	MC	MICRO	5
FUNGAL STAIN	FUNST	MC	MICRO	5
FUNGAL CULTURE, CATH	FUNTP	MC	MICRO	5
FUNGAL CULTURE, URIN	FUNUR	MC	MICRO	5
FUNGAL CULTURE, WOUN	FUNWD	MC	MICRO	5
STREP GROUP A ANTIGE	GASAG	MC	MICRO	5

ATTACHMENT A.1-C
NEW INPATIENT LOCATIONS

Item #	Building	Floor	Room Number	Activity
1	IPT	1	1N222	ISO Bed
2	IPT	1	1N223	Double Bed A
3	IPT	1	1N223	Double Bed B
4	IPT	1	1N224	Double Bed A
5	IPT	1	1N224	Double Bed B
6	IPT	1	1N225	Double Bed A
7	IPT	1	1N225	Double Bed B
8	IPT	1	1N226	Double Bed A
9	IPT	1	1N226	Double Bed B
10	IPT	1	1N227	Double Bed A
11	IPT	1	1N227	Double Bed B
12	IPT	1	1N228	Double Bed A
13	IPT	1	1N228	Double Bed B
14	IPT	1	1N229	Double Bed A
15	IPT	1	1N229	Double Bed B
16	IPT	1	1R124	ISO Bed
17	IPT	1	1R212	ISO Bed
18	IPT	1	1R215	Single Bed
19	IPT	1	1R216	Single Bed
20	IPT	1	1R218	Single Bed
21	IPT	1	1R219	Single Bed
22	IPT	1	1R220	Single Bed
23	IPT	1	1R221	Single Bed
24	IPT	2	2R115	Adult single bed
25	IPT	2	2R216	Double Bed A
26	IPT	2	2R216	Double Bed B
27	IPT	2	2R217	Double Bed A
28	IPT	2	2R217	Double Bed B
29	IPT	2	2R220	Double Bed A
30	IPT	2	2R220	Double Bed B
31	IPT	2	2R221	Double Bed A
32	IPT	2	2R221	Double Bed B
33	IPT	2	2R310	Adult double bed A
34	IPT	2	2R310	Adult double bed B
35	IPT	2	2R311	Adult double bed A
36	IPT	2	2R311	Adult double bed B
37	IPT	2	2R312	Adult double bed A
38	IPT	2	2R312	Adult double bed B
39	IPT	2	2R313	Adult double bed A
40	IPT	2	2R313	Adult double bed B
41	IPT	2	2R314	Adult double bed A
42	IPT	2	2R314	Adult double bed B
43	IPT	2	2R315	Neg pressure bed
44	IPT	2	2R317	Adult double bed A
45	IPT	2	2R317	Adult double bed B
46	IPT	2	2R318	Adult double bed A
47	IPT	2	2R318	Adult double bed B
48	IPT	3	3H210-1	Level II Bed

ATTACHMENT A.1-C
NEW INPATIENT LOCATIONS

Item #	Building	Floor	Room Number	Activity
49	IPT	3	3H210-10	Level II Bed
50	IPT	3	3H210-11	Level II Bed
51	IPT	3	3H210-12	Level II Bed
52	IPT	3	3H210-13	Level II Dev Bed
53	IPT	3	3H210-14	Dev Bed
54	IPT	3	3H210-15	Dev Bed
55	IPT	3	3H210-16	Dev Bed
56	IPT	3	3H210-2	Level II Bed
57	IPT	3	3H210-3	Level II Bed
58	IPT	3	3H210-4	Level II Bed
59	IPT	3	3H210-5	Level II Bed
60	IPT	3	3H210-6	Level II Bed
61	IPT	3	3H210-7	Level II Bed
62	IPT	3	3H210-8	Level II Bed
63	IPT	3	3H210-9	Level II Bed
64	IPT	3	3H218	Neg pressure bed
65	IPT	3	3H310	Neg pressure bed
66	IPT	3	3H312-1	Level III Bed
67	IPT	3	3H312-2	Level III Bed
68	IPT	3	3H312-3	Level III Bed
69	IPT	3	3H312-4	Level III Bed
70	IPT	3	3H312-5	Level III Bed
71	IPT	3	3H312-6	Level III Bed
72	IPT	3	3H312-7	Level III Bed
73	IPT	3	3H317-1	Level III Bed
74	IPT	3	3H317-10	Level III Bed
75	IPT	3	3H317-2	Level III Bed
76	IPT	3	3H317-3	Level III Bed
77	IPT	3	3H317-4	Level III Bed
78	IPT	3	3H317-5	Level III Bed
79	IPT	3	3H317-6	Level III Bed
80	IPT	3	3H317-7	Level III Bed
81	IPT	3	3H317-8	Level III Bed
82	IPT	3	3H317-9	Level III Bed
83	IPT	3	3N117	Single bed
84	IPT	3	3N118	Single bed
85	IPT	3	3N119	Single bed
86	IPT	3	3N120	Single bed
87	IPT	3	3P114	LDR Bed
88	IPT	3	3P116	LDR Bed
89	IPT	3	3P117	LDR Bed
90	IPT	3	3P214	Labor bed
91	IPT	3	3P411	LDR Bed
92	IPT	3	3P412	LDR Bed
93	IPT	3	3P414	LDR Bed
94	IPT	3	3P415	LDR Bed
95	IPT	3	3P416	LDR Bed
96	IPT	3	3P417	LDR Bed
97	IPT	3	3P419	LDR Bed
98	IPT	3	3P420	Labor bed

ATTACHMENT A.1-C
NEW INPATIENT LOCATIONS

Item #	Building	Floor	Room Number	Activity
99	IPT	3	3R210	Single bed
100	IPT	3	3R213	Single bed
101	IPT	3	3R214	Single bed
102	IPT	3	3R215	Single bed
103	IPT	3	3R216	Single bed
104	IPT	3	3R217	Double Bed A
105	IPT	3	3R217	Double Bed B
106	IPT	3	3R218	Double Bed A
107	IPT	3	3R218	Double Bed B
108	IPT	3	3R219	Single bed
109	IPT	3	3R220	Single bed
110	IPT	3	3R221	Single bed
111	IPT	3	3R310	Single bed
112	IPT	3	3R311	Single bed
113	IPT	3	3R312	Single bed
114	IPT	3	3R313	Single bed
115	IPT	3	3R314	Double Bed A
116	IPT	3	3R314	Double Bed B
117	IPT	3	3R315	Double Bed A
118	IPT	3	3R315	Double Bed B
119	IPT	3	3R316	Single bed
120	IPT	3	3R317	Single bed
121	IPT	3	3R318	Neg pressure bed
122	IPT	3	3R320	Neg pressure bed
123	IPT	4	4G116	CCU Bed
124	IPT	4	4G118	CCU Bed
125	IPT	4	4G119	CCU Bed
126	IPT	4	4G121	CCU Bed
127	IPT	4	4H210	ICU Bed
128	IPT	4	4H211	ICU Bed
129	IPT	4	4H212	ICU Bed
130	IPT	4	4H213	ICU Bed
131	IPT	4	4H216	ICU Bed
132	IPT	4	4H217	ICU Bed
133	IPT	4	4H218	ICU Bed
134	IPT	4	4H219	ICU Bed
135	IPT	4	4H220	ICU Bed
136	IPT	4	4H221	ICU Bed
137	IPT	4	4H310	ICU Bed
138	IPT	4	4H312	ICU Bed
139	IPT	4	4H313	ICU Bed
140	IPT	4	4H314	ICU Bed
141	IPT	4	4H315	ICU Bed
142	IPT	4	4H316	ICU Bed
143	IPT	4	4H322	ICU Bed
144	IPT	4	4H323	ICU Bed
145	IPT	4	4H324	ICU Bed
146	IPT	4	4H325	ICU Bed
147	IPT	4	4K126	CCU Bed
148	IPT	4	4K128	CCU Bed

ATTACHMENT A.1-C
NEW INPATIENT LOCATIONS

Item #	Building	Floor	Room Number	Activity
149	IPT	4	4K129	CCU Bed
150	IPT	4	4K131	CCU Bed
151	IPT	4	4K132	CCU Bed
152	IPT	4	4K134	CCU Bed
153	IPT	4	4K410	ICU Bed
154	IPT	4	4K415	ICU Bed
155	IPT	4	4K416	ICU Bed
156	IPT	4	4K417	ICU Bed
157	IPT	4	4K418	ICU Bed
158	IPT	4	4K419	ICU Bed
159	IPT	4	4K421	ICU Bed
160	IPT	4	4K422	ICU Bed
161	IPT	4	4K423	ICU Bed
162	IPT	4	4K424	ICU Bed
163	IPT	4	4P110	ICU Bed
164	IPT	4	4P112	ICU Bed
165	IPT	4	4P113	ICU Bed
166	IPT	4	4P114	ICU Bed
167	IPT	4	4P115	ICU Bed
168	IPT	4	4P116	ICU Bed
169	IPT	4	4P122	ICU Bed
170	IPT	4	4P123	ICU Bed
171	IPT	4	4P124	ICU Bed
172	IPT	4	4P125	ICU Bed
173	IPT	4	4P410-1	ICU Bed
174	IPT	4	4P411	ICU Bed
175	IPT	4	4P412	ICU Bed
176	IPT	4	4P413	ICU Bed
177	IPT	4	4P414	ICU Bed
178	IPT	4	4P416	ICU Bed
179	IPT	4	4P417	ICU Bed
180	IPT	4	4P418	ICU Bed
181	IPT	4	4P419	ICU Bed
182	IPT	4	4P420	ICU Bed
183	IPT	4	4R210	ICU Bed
184	IPT	4	4R216	ICU Bed
185	IPT	4	4R217	ICU Bed
186	IPT	4	4R218	ICU Bed
187	IPT	4	4R219	ICU Bed
188	IPT	4	4R220	ICU Bed
189	IPT	4	4R222	ICU Bed
190	IPT	4	4R223	ICU Bed
191	IPT	4	4R224	ICU Bed
192	IPT	4	4R225	ICU Bed
193	IPT	4	4R311	ICU Bed
194	IPT	4	4R312	ICU Bed
195	IPT	4	4R313	ICU Bed
196	IPT	4	4R314	ICU Bed
197	IPT	4	4R315	ICU Bed
198	IPT	4	4R317	ICU Bed

ATTACHMENT A.1-C
NEW INPATIENT LOCATIONS

Item #	Building	Floor	Room Number	Activity
199	IPT	4	4R318	ICU Bed
200	IPT	4	4R319	ICU Bed
201	IPT	4	4R320	ICU Bed
202	IPT	4	4R321	ICU Bed
203	IPT	5	5G117	ICU Bed
204	IPT	5	5G118	ICU Bed
205	IPT	5	5G119	ICU Bed
206	IPT	5	5G120	ICU Bed
207	IPT	5	5H210	ICU Bed
208	IPT	5	5H211	ICU Bed
209	IPT	5	5H212	ICU Bed
210	IPT	5	5H213	ICU Bed
211	IPT	5	5H216	ICU Bed
212	IPT	5	5H217	ICU Bed
213	IPT	5	5H218	ICU Bed
214	IPT	5	5H219	ICU Bed
215	IPT	5	5H220	ICU Bed
216	IPT	5	5H222	ICU Bed
217	IPT	5	5H310	ICU Bed
218	IPT	5	5H312	ICU Bed
219	IPT	5	5H313	ICU Bed
220	IPT	5	5H314	ICU Bed
221	IPT	5	5H315	ICU Bed
222	IPT	5	5H316	ICU Bed
223	IPT	5	5H322	ICU Bed
224	IPT	5	5H323	ICU Bed
225	IPT	5	5H324	ICU Bed
226	IPT	5	5H325	ICU Bed
227	IPT	5	5K120	ICU Bed
228	IPT	5	5K122	ICU Bed
229	IPT	5	5K123	ICU Bed
230	IPT	5	5K124	ICU Bed
231	IPT	5	5K125	ICU Bed
232	IPT	5	5K126	ICU Bed
233	IPT	5	5K412	ADA Bed
234	IPT	5	5K414	ADA Bed
235	IPT	5	5K415	ADA Single Bed
236	IPT	5	5K416	ADA Single Bed
237	IPT	5	5K417	ADA Double Bed A
238	IPT	5	5K417	ADA Double Bed B
239	IPT	5	5K418	ADA Double Bed A
240	IPT	5	5K418	ADA Double Bed B
241	IPT	5	5K419	ADA Single Bed
242	IPT	5	5K421	ADA Single Bed
243	IPT	5	5K422	ADA Parent Bed
244	IPT	5	5P110	ICU Bed
245	IPT	5	5P112	ICU Bed
246	IPT	5	5P113	ICU Bed
247	IPT	5	5P114	ICU Bed
248	IPT	5	5P115	ICU Bed

ATTACHMENT A.1-C
NEW INPATIENT LOCATIONS

Item #	Building	Floor	Room Number	Activity
249	IPT	5	5P116	ICU Bed
250	IPT	5	5P122	ICU Bed
251	IPT	5	5P123	ICU Bed
252	IPT	5	5P124	ICU Bed
253	IPT	5	5P215	ICU Bed
254	IPT	5	5P410	ICU Bed
255	IPT	5	5P411	ICU Bed
256	IPT	5	5P412	ICU Bed
257	IPT	5	5P413	ICU Bed
258	IPT	5	5P414	ICU Bed
259	IPT	5	5P416	ICU Bed
260	IPT	5	5P417	ICU Bed
261	IPT	5	5P418	ICU Bed
262	IPT	5	5P419	ICU Bed
263	IPT	5	5P420	ICU Bed
264	IPT	5	5R311	ICU Bed
265	IPT	5	5R312	ICU Bed
266	IPT	5	5R313	ICU Bed
267	IPT	5	5R314	ICU Bed
268	IPT	5	5R315	ICU Bed
269	IPT	5	5R317	ICU Bed
270	IPT	5	5R318	ICU Bed
271	IPT	5	5R319	ICU Bed
272	IPT	5	5R320	ICU Bed
273	IPT	5	5R321	ICU Bed
274	IPT	6	6H210	Single Bed
275	IPT	6	6H211	Single Bed
276	IPT	6	6H212	Neg Pressure Bed
277	IPT	6	6H214	Neg Pressure Bed
278	IPT	6	6H215	Single Bed
279	IPT	6	6H216	Single Bed
280	IPT	6	6H217	Single Bed
281	IPT	6	6H218	Single Bed
282	IPT	6	6H219	Double Bed A
283	IPT	6	6H219	Double Bed B
284	IPT	6	6H220	Double Bed A
285	IPT	6	6H220	Double Bed B
286	IPT	6	6H310	Double Bed A
287	IPT	6	6H310	Double Bed B
288	IPT	6	6H311	Double Bed A
289	IPT	6	6H311	Double Bed B
290	IPT	6	6H312	Single Bed
291	IPT	6	6H313	Single Bed
292	IPT	6	6H314	Single Bed
293	IPT	6	6H315	Single Bed
294	IPT	6	6H316	Neg Pressure Bed
295	IPT	6	6H318	Neg Pressure Bed
296	IPT	6	6H319	Single Bed
297	IPT	6	6H320	Single Bed
298	IPT	6	6H415	Single Bed

ATTACHMENT A.1-C
NEW INPATIENT LOCATIONS

Item #	Building	Floor	Room Number	Activity
299	IPT	6	6H416	Single Bed
300	IPT	6	6H417	Single Bed
301	IPT	6	6H418	Single Bed
302	IPT	6	6K110	Single Bed
303	IPT	6	6K111	Single Bed
304	IPT	6	6K112	Single Bed
305	IPT	6	6K113	Single Bed
306	IPT	6	6K114	Neg Pressure Bed
307	IPT	6	6K116	Neg Pressure Bed
308	IPT	6	6K117	Single Bed
309	IPT	6	6K118	Single Bed
310	IPT	6	6K119	Double Bed A
311	IPT	6	6K119	Double Bed B
312	IPT	6	6K120	Double Bed A
313	IPT	6	6K120	Double Bed B
314	IPT	6	6K310	Single Bed
315	IPT	6	6K311	Single Bed
316	IPT	6	6K312	Single Bed
317	IPT	6	6K313	Single Bed
318	IPT	6	6K410	Single Bed
319	IPT	6	6K411	Single Bed
320	IPT	6	6K412	Single Bed
321	IPT	6	6K413	Single Bed
322	IPT	6	6K414	Double Bed A
323	IPT	6	6K414	Double Bed B
324	IPT	6	6K415	Double Bed A
325	IPT	6	6K415	Double Bed B
326	IPT	6	6K416	Single Bed
327	IPT	6	6K417	Single Bed
328	IPT	6	6K418	Neg Pressure Bed
329	IPT	6	6K420	Neg Pressure Bed
330	IPT	6	6L210	Neg Pressure Bed
331	IPT	6	6L212	Neg Pressure Bed
332	IPT	6	6L214	Neg Pressure Bed
333	IPT	6	6L215	Neg Pressure Bed
334	IPT	6	6L218	Neg Pressure Bed
335	IPT	6	6L219	Neg Pressure Bed
336	IPT	6	6L221	Neg Pressure Bed
337	IPT	6	6L222	Neg Pressure Bed
338	IPT	6	6N119	Neg Pressure Bed
339	IPT	6	6N120	Neg Pressure Bed
340	IPT	6	6N122	Neg Pressure Bed
341	IPT	6	6N123	Neg Pressure Bed
342	IPT	6	6N126	Neg Pressure Bed
343	IPT	6	6N127	Neg Pressure Bed
344	IPT	6	6N129	Neg Pressure Bed
345	IPT	6	6N130	Neg Pressure Bed
346	IPT	6	6P110	Double Bed A
347	IPT	6	6P110	Double Bed B
348	IPT	6	6P111	Double Bed A

ATTACHMENT A.1-C
NEW INPATIENT LOCATIONS

Item #	Building	Floor	Room Number	Activity
349	IPT	6	6P111	Double Bed B
350	IPT	6	6P112	Single Bed
351	IPT	6	6P113	Single Bed
352	IPT	6	6P114	Neg Pressure Bed
353	IPT	6	6P116	Neg Pressure Bed
354	IPT	6	6P117	Single Bed
355	IPT	6	6P118	Single Bed
356	IPT	6	6P119	Single Bed
357	IPT	6	6P120	Single Bed
358	IPT	6	6P215	Single Bed
359	IPT	6	6P216	Single Bed
360	IPT	6	6P217	Single Bed
361	IPT	6	6P218	Single Bed
362	IPT	6	6P410	Neg Pressure Bed
363	IPT	6	6P412	Neg Pressure Bed
364	IPT	6	6P413	Single Bed
365	IPT	6	6P414	Single Bed
366	IPT	6	6P415	Double Bed A
367	IPT	6	6P415	Double Bed B
368	IPT	6	6P416	Double Bed A
369	IPT	6	6P416	Double Bed B
370	IPT	6	6P417	Single Bed
371	IPT	6	6P418	Single Bed
372	IPT	6	6P419	Single Bed
373	IPT	6	6P420	Single Bed
374	IPT	6	6R110	Single Bed
375	IPT	6	6R111	Single Bed
376	IPT	6	6R112	Single Bed
377	IPT	6	6R113	Single Bed
378	IPT	6	6R210	Neg Pressure Bed
379	IPT	6	6R212	Neg Pressure Bed
380	IPT	6	6R213	Single Bed
381	IPT	6	6R214	Single Bed
382	IPT	6	6R215	Double Bed A
383	IPT	6	6R215	Double Bed B
384	IPT	6	6R216	Double Bed A
385	IPT	6	6R216	Double Bed B
386	IPT	6	6R217	Single Bed
387	IPT	6	6R218	Single Bed
388	IPT	6	6R219	Single Bed
389	IPT	6	6R220	Single Bed
390	IPT	6	6R310	Single Bed
391	IPT	6	6R311	Single Bed
392	IPT	6	6R312	Single Bed
393	IPT	6	6R313	Single Bed
394	IPT	6	6R314	Double Bed A
395	IPT	6	6R314	Double Bed B
396	IPT	6	6R315	Double Bed A
397	IPT	6	6R315	Double Bed B
398	IPT	6	6R316	Single Bed

ATTACHMENT A.1-C
NEW INPATIENT LOCATIONS

Item #	Building	Floor	Room Number	Activity
399	IPT	6	6R317	Single Bed
400	IPT	6	6R318	Neg Pressure Bed
401	IPT	6	6R320	Neg Pressure Bed
402	IPT	7	7H210	Single Bed
403	IPT	7	7H211	Single Bed
404	IPT	7	7H212	Neg Pressure Bed
405	IPT	7	7H214	Neg Pressure Bed
406	IPT	7	7H215	Single Bed
407	IPT	7	7H216	Single Bed
408	IPT	7	7H217	Single Bed
409	IPT	7	7H218	Single Bed
410	IPT	7	7H219	Double Bed A
411	IPT	7	7H219	Double Bed B
412	IPT	7	7H220	Double Bed A
413	IPT	7	7H220	Double Bed B
414	IPT	7	7H310	Double Bed A
415	IPT	7	7H310	Double Bed B
416	IPT	7	7H311	Double Bed A
417	IPT	7	7H311	Double Bed B
418	IPT	7	7H312	Single Bed
419	IPT	7	7H313	Single Bed
420	IPT	7	7H314	Single Bed
421	IPT	7	7H315	POS Pressure Bed
422	IPT	7	7H316	Neg Pressure Bed
423	IPT	7	7H318	Neg Pressure Bed
424	IPT	7	7H319	Single Bed
425	IPT	7	7H320	Single Bed
426	IPT	7	7H415	Single Bed
427	IPT	7	7H416	Single Bed
428	IPT	7	7H417	Single Bed
429	IPT	7	7H418	Single Bed
430	IPT	7	7K110	Single Bed
431	IPT	7	7K111	Single Bed
432	IPT	7	7K112	Single Bed
433	IPT	7	7K113	Single Bed
434	IPT	7	7K114	Neg Pressure Bed
435	IPT	7	7K116	Neg Pressure Bed
436	IPT	7	7K117	Single Bed
437	IPT	7	7K118	Single Bed
438	IPT	7	7K119	Double Bed A
439	IPT	7	7K119	Double Bed B
440	IPT	7	7K120	Double Bed A
441	IPT	7	7K120	Double Bed B
442	IPT	7	7K310	Single Bed
443	IPT	7	7K311	Single Bed
444	IPT	7	7K312	Single Bed
445	IPT	7	7K313	Single Bed
446	IPT	7	7K410	Single Bed
447	IPT	7	7K411	Single Bed
448	IPT	7	7K412	Single Bed

ATTACHMENT A.1-C
NEW INPATIENT LOCATIONS

Item #	Building	Floor	Room Number	Activity
449	IPT	7	7K413	Single Bed
450	IPT	7	7K414	Double Bed A
451	IPT	7	7K414	Double Bed B
452	IPT	7	7K415	Double Bed A
453	IPT	7	7K415	Double Bed B
454	IPT	7	7K416	Single Bed
455	IPT	7	7K417	Single Bed
456	IPT	7	7K418	Neg Pressure Bed
457	IPT	7	7K420	Neg Pressure Bed
458	IPT	7	7L211	POS Pressure Bed
459	IPT	7	7L212	Neg Pressure Bed
460	IPT	7	7L214	Neg Pressure Bed
461	IPT	7	7L215	POS Pressure Bed
462	IPT	7	7L218	POS Pressure Bed
463	IPT	7	7L219	Neg Pressure Bed
464	IPT	7	7L221	Neg Pressure Bed
465	IPT	7	7L222	POS Pressure Bed
466	IPT	7	7N120	Neg Pressure Bed
467	IPT	7	7N121	Neg Pressure Bed
468	IPT	7	7N123	Neg Pressure Bed
469	IPT	7	7N125	Neg Pressure Bed
470	IPT	7	7N127	Neg Pressure Bed
471	IPT	7	7N128	Neg Pressure Bed
472	IPT	7	7N130	Neg Pressure Bed
473	IPT	7	7N131	Neg Pressure Bed
474	IPT	7	7P110	Double Bed A
475	IPT	7	7P110	Double Bed B
476	IPT	7	7P111	Double Bed A
477	IPT	7	7P111	Double Bed B
478	IPT	7	7P112	Single Bed
479	IPT	7	7P113	Single Bed
480	IPT	7	7P114	POS Pressure Bed
481	IPT	7	7P116	POS Pressure Bed
482	IPT	7	7P117	Single Bed
483	IPT	7	7P119	POS Pressure Bed
484	IPT	7	7P120	Single Bed
485	IPT	7	7P121	Single Bed
486	IPT	7	7P215	Single Bed
487	IPT	7	7P216	Single Bed
488	IPT	7	7P217	Single Bed
489	IPT	7	7P218	Single Bed
490	IPT	7	7P410	Single Bed
491	IPT	7	7P412	Brachytherapy Bed
492	IPT	7	7P413	Brachytherapy Bed
493	IPT	7	7P414	Brachytherapy Bed
494	IPT	7	7P415	Double Bed A
495	IPT	7	7P415	Double Bed B
496	IPT	7	7P416	Double Bed A
497	IPT	7	7P416	Double Bed B
498	IPT	7	7P417	Single Bed

ATTACHMENT A.1-C
NEW INPATIENT LOCATIONS

Item #	Building	Floor	Room Number	Activity
499	IPT	7	7P418	Single Bed
500	IPT	7	7P419	Single Bed
501	IPT	7	7P420	Single Bed
502	IPT	7	7R110	Single Bed
503	IPT	7	7R111	Single Bed
504	IPT	7	7R112	Single Bed
505	IPT	7	7R113	Single Bed
506	IPT	7	7R210	Neg Pressure Bed
507	IPT	7	7R212	Neg Pressure Bed
508	IPT	7	7R213	Single Bed
509	IPT	7	7R214	Single Bed
510	IPT	7	7R215	Double Bed A
511	IPT	7	7R215	Double Bed B
512	IPT	7	7R216	Double Bed A
513	IPT	7	7R216	Double Bed B
514	IPT	7	7R217	Single Bed
515	IPT	7	7R218	Single Bed
516	IPT	7	7R219	Single Bed
517	IPT	7	7R220	Single Bed
518	IPT	7	7R310	Single Bed
519	IPT	7	7R311	Single Bed
520	IPT	7	7R312	Single Bed
521	IPT	7	7R313	Single Bed
522	IPT	7	7R314	Double Bed A
523	IPT	7	7R314	Double Bed B
524	IPT	7	7R315	Double Bed A
525	IPT	7	7R315	Double Bed B
526	IPT	7	7R316	Single Bed
527	IPT	7	7R317	Single Bed
528	IPT	7	7R318	Neg Pressure Bed
529	IPT	7	7R320	Neg Pressure Bed
530	IPT	8	8H210	Single Bed
531	IPT	8	8H211	Single Bed
532	IPT	8	8H212	Single Bed
533	IPT	8	8H213	Single Bed
534	IPT	8	8H214	Single Bed
535	IPT	8	8H215	Single Bed
536	IPT	8	8H216	Single Bed
537	IPT	8	8H217	Single Bed
538	IPT	8	8H218	Double Bed A
539	IPT	8	8H218	Double Bed B
540	IPT	8	8H219	Double Bed A
541	IPT	8	8H219	Double Bed B
542	IPT	8	8H414	Neg Pressure Bed
543	IPT	8	8H415	Single Bed
544	IPT	8	8H416	Single Bed
545	IPT	8	8H417	Single Bed
546	IPT	8	8H418	Single Bed
547	IPT	8	8K110	ICU Bed
548	IPT	8	8K112	ICU Bed

ATTACHMENT A.1-C
NEW INPATIENT LOCATIONS

Item #	Building	Floor	Room Number	Activity
549	IPT	8	8K113	ICU Bed
550	IPT	8	8K114	Neg Pressure Bed
551	IPT	8	8K118	ICU Bed
552	IPT	8	8K119	ICU Bed
553	IPT	8	8K120	ICU Bed
554	IPT	8	8K122	ICU Bed
555	IPT	8	8K123	ICU Bed
556	IPT	8	8K125	ICU Bed
557	IPT	8	8L219	Neg Pressure Bed
558	IPT	8	8L221	Neg Pressure Bed
559	IPT	8	8L222	Neg Pressure Bed
560	IPT	8	8N123	Single Infant Bed
561	IPT	8	8N124	Single Infant Bed
562	IPT	8	8N125	Brachytherapy Bed
563	IPT	8	8N127	Neg Pressure Bed
564	IPT	8	8N128	Neg Pressure Bed
565	IPT	8	8P210	Neg Pressure Bed
566	IPT	8	8P213	Double Bed A
567	IPT	8	8P213	Double Bed B
568	IPT	8	8P214	Single Bed
569	IPT	8	8P215	Single Bed
570	IPT	8	8P216	Single Bed
571	IPT	8	8P217	Single Bed
572	IPT	8	8P410	Single Bed
573	IPT	8	8P411	Single Bed
574	IPT	8	8P412	Single Bed
575	IPT	8	8P413	Single Bed
576	IPT	8	8P414	Double Bed A
577	IPT	8	8P414	Double Bed B
578	IPT	8	8P415	Double Bed A
579	IPT	8	8P415	Double Bed B
580	IPT	8	8P416	Single Bed
581	IPT	8	8P417	Single Bed
582	IPT	8	8P418	Single Bed
583	IPT	8	8P419	Single Bed
584	IPT	8	8R110	Single Bed
585	IPT	8	8R111	Double Bed A
586	IPT	8	8R111	Double Bed B
587	IPT	8	8R113	Double Bed A
588	IPT	8	8R113	Double Bed B
589	IPT	8	8R114	Double Infant Bed A
590	IPT	8	8R114	Double Infant Bed B
591	IPT	8	8R116	Double Infant Bed A
592	IPT	8	8R116	Double Infant Bed B
593	IPT	8	8R310	Single Bed
594	IPT	8	8R311	Single Bed
595	IPT	8	8R312	Single Bed
596	IPT	8	8R313	Double Bed A
597	IPT	8	8R313	Double Bed B
598	IPT	8	8R314	Double Bed A

ATTACHMENT A.1-C
NEW INPATIENT LOCATIONS

Item #	Building	Floor	Room Number	Activity
599	IPT	8	8R314	Double Bed B
600	IPT	8	8R315	Single Infant Bed
601	IPT	8	8R316	Single Infant Bed
602	IPT	8	8R317	Single Infant Bed
603	IPT	8	8R318	Single Infant Bed

ATTACHMENT A.1-D
OUTPATIENT LOCATION SPECIFICATIONS

County understands that Contractor has provided pricing for the Services based on detailed information supplied and discussions between Contractor and County. Contractor and County understand and agree that at the time of execution of this Agreement, there is no definitive information that can be provided in relation to the Outpatient Location Specifications.

Notwithstanding any other provision of the Agreement, should the scope of the work related to this Attachment A.1-D (Outpatient Location Specifications) be substantially more than originally intended, Contractor and County agree to modify the Agreement pursuant to Paragraph 8 (Changes and Amendments) in the body of the Agreement to reflect the expanded scope and any associated increases in cost based on the terms set forth in this Agreement.

EXHIBIT B

**PROJECT SCHEDULE
FOR
PROFESSIONAL SERVICES**

SEPTEMBER 2007

I. REQUIRED SERVICES

Immediately following execution of this Agreement, and each Amendment for a new Project, Contractor shall provide to County Required Services pursuant to the Statement of Work and the Work Plan for such Project finalized under Sections 4.1 (Statement of Work) and 4.2 (Work Plan) of Exhibit A (Scope of Work) respectively and approved by County. Required Services shall be performed by Contractor on a time and materials basis and delivered pursuant to the Work Plan, attached hereto as a sequentially numbered schedule for the applicable County Facility, and this Agreement, including Paragraph 10 (Professional Services) of the body of the Agreement.

II. SUPPLEMENTAL SERVICES

Upon County's request for Supplemental Services for a County Facility and execution of a Work Order therefor, Contractor shall provide to County Supplemental Services pursuant to the Statement of Work and the Work Plan for such Work Order developed under Section 5 (Supplemental Services) of Exhibit A (Scope of Work) and approved by County. Supplemental Services shall be performed by Contractor on a time and materials basis and delivered pursuant to the Work Plan, attached hereto to the Work Order, and this Agreement, including Paragraph 10 (Professional Services) of the body of the Agreement.

SCHEDULE B.1

WORK PLAN – LAC+USC

DELIVERABLE NUMBER	TITLE/DESCRIPTION	PROJECTED HOURS	PROJECTED COST	ACTUAL HOURS	CURE PERIOD
1	Analytical Instrument Interfaces	1,480	\$222,000.00		30 days
2	Removed TEST2 Environment	200	\$30,000.00		30 days
3	Synchronized LIVE and TEST1 Environments	400	\$60,000.00		30 days
4	SMART Table and Route Definitions	80	\$12,000.00		30 days
5	Synchronized MA-9 Container Types with SMART Containers	40	\$6,000.00		30 days
6	Additional SMART Container Types for Micro and Gen Laboratory	120	\$18,000.00		30 days
7	New Inpatient Locations	80	\$12,000.00		30 days
8	Modified Outpatient Locations	80	\$12,000.00		30 days
9	Modified CLIS Tables for HIS Order Management Barcode Label Printers	80	\$12,000.00		30 days
10	FAX Printers Definitions	80	\$12,000.00		30 days
11	Migrated Ad-Hoc Reports to Version 11	160	\$24,000.00		30 days
	TOTAL PROJECTED HOURS	2,800	\$420,000.00		
	TOTAL ACTUAL HOURS			\$	

EXHIBIT C

**PRICING SCHEDULE
FOR
PROFESSIONAL SERVICES**

SEPTEMBER 2007

I. PROFESSIONAL SERVICES

The Services under this Agreement, including Required Services and Supplemental Services, shall be provided and billed for by Contractor on a time and materials basis at the Fixed Hourly Rate, as specified herein in Section II (Fixed Hourly Rate) below, in accordance with the applicable Work Plan for such Services. In the event that the Actual Hours spent by Contractor for completing a task exceed the Projected Hours allocated for the corresponding deliverable in the Work Plan, Contractor shall be paid in accordance with Paragraph 10.3 (Exceeding Projected Hours) of the body of the Agreement. All invoices shall be submitted by Contractor and paid by County in accordance with the provisions of Paragraph 12 (Invoices and Payments) and shall include any applicable travel expenses, Holdbacks and credits, or reversals thereof, as further provided in Paragraph 12.2 (Invoice Content) of the body of the Agreement.

II. FIXED HOURLY RATE

The Fixed Hourly Rate under this Agreement shall be One Hundred Fifty Dollars (\$150) for Services provided by Contractor during the first year following the Effective Date. If requested by Contractor, the Fixed Hourly Rate the subsequent years during the term of the Agreement shall be subject to COLA and may increase annually in accordance with the provisions of Paragraph 7.3 (Cost of Living Adjustment) of the body of the Agreement.

III. TRAVEL AND LODGING EXPENSES

Contractor's shall bill for travel expenses approved by County on an invoice together with the charges for deliverables associated with such travel expenses by Contractor. All travel expenses reimbursed by County shall be subject to the rate limitations set forth in Exhibit J (County Travel Expense Reimbursement Rates) and the provisions of Paragraph 9.5 (Travel Expenses) of the body of the Agreement.

ATTACHMENT C.1

COUNTY FACILITIES

1. Los Angeles County + University of Southern California Medical Center
(LAC+USCMC)

EXHIBIT D

**PERFORMANCE REQUIREMENTS
FOR
PROFESSIONAL SERVICES**

SEPTEMBER 2007

EXHIBIT D

PERFORMANCE REQUIREMENTS

INTRODUCTION

Contractor's principal responsibility in this Exhibit D is to provide laboratory support of the Misys laboratory system at County facilities. This Exhibit D requires employees of Contractor who are deployed to have in-depth knowledge of the Misys information technologies currently in place at County facilities. Contractor will provide technical assistance and knowledge transfer to County staff.

I. OBLIGATIONS OF CONTRACTOR

- Contractor shall provide resource(s) to work onsite at County facilities a minimum of 4.5 days per week or as otherwise stated or agreed to in writing by County's Project Manager or designee.
- Contractor shall provide resource(s) to work remotely full time five (5) days per week or as otherwise agreed to in writing by County's Project Manager or designee.
- Contractor's remote resource may be required to travel on an occasional as-needed basis.
- Contractor shall provide backup support for staff in the event of approved time off for Contractor's staff.

II. RESPONSIBILITIES OF CONTRACTOR STAFF

Contractor shall:

1. be the lead in the implementation of interfaces for new analytical laboratory instruments related to County facility activities.
2. be familiar with County facility systems applications such as QuadraMed's Affinity Healthcare Information System (HIS), Eclipsys' Sunrise Critical Care, Medware's LifeLine or HCLL, and Misys eGate systems as they relate to the key system interfaces being installed.
3. resolve Misys and CoPath data configuration issues and inconsistencies.
4. provide training, as necessary, for pertinent laboratory supervisors.
5. manage activities relating to upgrades and enhancements.
6. coordinate integrated testing.
7. act as Contractor liaison.
8. troubleshoot Misys laboratory application and resolve issues related to any Misys system including, but not limited to, its Laboratory, Micro, eGate and CoPath systems.
9. be knowledgeable in CoPath application setup, testing and Infomaker and Crystal ad hoc report writing and testing.
10. be willing to train and educate County staff to assume the day-to-day support and maintenance responsibilities for the Misys Laboratory, CoPath and eGate systems.

EXHIBIT D

PERFORMANCE REQUIREMENTS

III. WORKSPACE FOR CONTRACTOR STAFF

Workspace will be provided for all Contractor staff while onsite to include a minimum of a workstation with access to Internet and all Contractor applications, a network printer, a phone line, and an available fax machine.

IV. CONTRACTOR PROJECT REPOSITORY

The DHS Windows SharePoint Services will be available To Contractor to load pertinent project related documentation. All County stakeholders will have access to information stored on the server. It is expected that all new or updated project files will be stored on the server within an estimated 24 hours from the time of delivery to County. The link to the County repository is <https://teamservices.ladhs.org/ELIS>.

V. CONTRACTOR SOW RESPONSIBILITIES

A. DEVELOP INSTRUMENT INTERFACE SPECIFICATIONS

- Meet with Lab personnel to determine needs
- Define a written interface spec for each instrument
- Review and confirm the spec meets the need

B. INSTRUMENT INTERFACES

- Establish connectivity (adapters, connections, term-servers, etc)
- Define test level parameters (on-line string)
- Define method level parameters (keyboard, lab automation, table definitions, etc)
- Define preprocessing parameters for auto-verification (result flags, instrument flags, etc.)
- LARS setup

C. SMART

- Setup SMART for all instrument methods (including Beckman Power-Processor (PP) association, if applicable)
- Preferred container type
- Define RACK maintenance if applicable

D. QUALITY CONTROL

- Enter defined quality control associations

E. TEST QUALITY ASSURANCE (QA)

EXHIBIT D

PERFORMANCE REQUIREMENTS

- Method, age and gender specific QA
- Enter normal, verify, user defined and technical

F. WORKSHEETS

- Create worksheets assignments
- Enter associated test calculations to achieve required results

G. REPORT HEADERS

- Define appropriate Cumulative Report headers

H. WORKLOAD

- Define appropriate workload capture parameters

EXHIBIT E

ADMINISTRATION OF AGREEMENT

FOR

PROFESSIONAL SERVICES

SEPTEMBER 2007

ADMINISTRATION OF AGREEMENT
COUNTY'S KEY PERSONNEL

AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Oscar Autelli
Title: Chief Information Officer, LAC+USC
Address: LAC+USC Medical Center, 1200 N. State St., Trailer 1
Los Angeles, CA 90033
Telephone: (323) 226-6866
Facsimile: (323) 226-4981
E-Mail Address: oautelli@lacusc.org

COUNTY'S PROJECT MANAGER:

Name: Dennis Anderson
Title: Director of Lab Data Systems
Address: LAC+USC Medical Center, 1200 N. State St., General Hospital Room 2180
Los Angeles, CA 90033
Telephone: (323) 226-7110
Facsimile: (323) 226-7053
E-Mail Address: danderson@lacusc.org

COUNTY'S PROJECT COORDINATOR:

Name: Donald Dunn
Title: DHS Laboratory Project Manager
Address: LAC+USC Medical Center, 1200 N. State St., General Hospital Room 2180
Los Angeles, CA 90033
Telephone: (323) 226-5630
Facsimile: (323) 226-7173
E-Mail Address: ddunn@ladhs.org

ADMINISTRATION OF AGREEMENT
CONTRACTOR'S KEY PERSONNEL

AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: MISYS Hospital Systems
Title: Attention: Contracts Administration
Address: 250 S. Williams Blvd
Tucson, AZ 85711
Telephone: (520) 570-2471
Facsimile: (520) 570-9212
E-Mail Address: kathryn.rios@mysishealthcare.com

EXHIBIT F

**CONTRACTOR'S EEO CERTIFICATION
FOR
PROFESSIONAL SERVICES**

SEPTEMBER 2007

CONTRACTOR'S EEO CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with Subchapter VII of the *Civil Rights Act of 1964*, 42 USC Sections 2000e through 2000e-17, and the *Americans with Disabilities Act of 1990*, CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION**(check one)**

- | | | | |
|----|--|--------------------------|--------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | YES | NO |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | YES | NO |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | YES | NO |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action to include establishment of goals or timetables. | YES | NO |
| | | <input type="checkbox"/> | <input type="checkbox"/> |

Name and title of signer

Signature

Date

EXHIBIT G

**CONTRACTOR'S ACKNOWLEDGMENT AND CONFIDENTIALITY
AGREEMENT**

FOR

PROFESSIONAL SERVICES

SEPTEMBER 2007

**CONTRACTOR ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

PROJECT NAME _____

CONTRACTOR _____

LOS ANGELES COUNTY AGREEMENT NAME/NUMBER _____

GENERAL INFORMATION

The organization identified above ("Contractor") is under contract ("Contract") to provide certain services to the County of Los Angeles ("County"). The County requires each employee, consultant, outsourced vendor and independent contractor ("staff") of this Contractor, and any subcontractor, performing services under such Contract to understand his/her obligations with respect to the personal and proprietary data, with which he/she will be in contact. Contractor, by executing this Contractor Acknowledgment and Confidentiality Agreement represents that it shall ensure each such staff member's compliance with the obligations set forth in the Contract.

CONTRACTOR ACKNOWLEDGMENT

Contractor understands and agrees that the Contractor's, or any subcontractor's, staff that will provide services pursuant to the above-referenced Contract are Contractor's, or any subcontractor's, sole responsibility. Contractor understands and agrees that its, or any subcontractor's, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that its, or any subcontractor's, employees are not employees of the County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from the County by virtue of performance of work under the above-referenced Contract. Contractor understands and agrees that its, or any subcontractor's, staff do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT

Contractor, any subcontractor, and their staff, by virtue of performing work under the above-referenced Contract, may be concerned with services provided by the County, and, therefore, may have access to confidential data and information pertaining to private individuals and/or entities receiving such services, including Protected Health Information, as such term is defined in the Business Associate Agreement (Exhibit H of the Contract). In addition, Contractor, any subcontractor, and their staff may have access to proprietary information belonging to other organizations doing business with the County. The County has a legal obligation to keep confidential all such data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. By signing this agreement below, Contractor agrees that, by virtue of involvement in County work, it, any subcontractor, and their staff shall protect the confidentiality of all such data and information.

Contractor agrees that it, any subcontractor, and their staff shall not disclose to, nor reproduce for the benefit of, any unauthorized person, any data or information obtained while performing work under, or related to, the above-referenced Contract between the Contractor and the County. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such data or information in their possession or care to County's Project Director under the Contract. The parties hereby acknowledge and agree that no obligation of confidentiality applies to residual knowledge learned (such as ideas, concepts know-how or techniques) and experience gained by such staff as a result of performing the services under the above-referenced Contract. In addition, nothing herein shall prevent Contractor, any subcontractor, or their staff from providing to others similar services, subject to any obligations of confidentiality.

Contractor agrees that it, any subcontractor, and their staff shall protect from loss and keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor's proprietary information, and all other original materials produced, created or provided to or by such staff under the above-referenced Contract, including County Materials and Contractor Materials under the Contract. Contractor agrees that it, any subcontractor, and their staff shall protect these confidential materials against disclosure to other than Contractor, any subcontractor, or to County employees who have a need to know the information. Contractor also agrees that its, or any subcontractor's, staff shall keep confidential during their employment any proprietary information supplied by other County vendors.

Contractor agrees to report to County's Project Director under the Contract any and all violations of this agreement, including unauthorized disclosures or copying of confidential or proprietary data or information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all confidential data, information and materials to County's Project Director under the Contract upon completion of the above-referenced Contract, or termination of employment with the Contractor, or any subcontractor, whichever occurs first.

SIGNED: _____ DATE: ____/____/____

PRINTED: _____ POSITION: _____

EXHIBIT H

BUSINESS ASSOCIATE AGREEMENT

FOR

PROFESSIONAL SERVICES

SEPTEMBER 2007

**BUSINESS ASSOCIATE
PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT**

_____, Business Associate

This Business Associate Protected Health Information Disclosure Agreement ("Agreement") is entered into effective this _____ day of _____, 2007 ("Effective Date") by and between the County of Los Angeles ("Covered Entity" or "County") and _____, a _____ corporation ("Business Associate" or "Contractor").

RECITALS

WHEREAS, the parties have executed a CLIS Professional Services Agreement ("Services Agreement"), whereby Business Associate provides Services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulations") and the Health Insurance Reform: Security Standards (the "Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations") (together, the "Privacy and Security Regulations");

WHEREAS, the Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. §160.103. Electronic Media means (1) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk or digital memory card; or (2) transmission media used to exchange information already in

electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data at rest (that is, in storage) as well as during transmission.

1.3 "Electronic Protected health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; or (ii) maintained in Electronic Media pursuant to this Agreement and the Services Agreement.

1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. Protected Health Information includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification or destruction of information in, or interference with system operations of, an information system which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an information system when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the information system.

1.8 "Services" the work performed under the Services Agreement.

1.9 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.

Terms used, but not otherwise defined, in this Agreement and the Services Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information.

(a) Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy and Security Regulation’s minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but that is not specifically permitted by this Agreement, and, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the applicable Department Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security

Incident, followed by written notice of such disclosure as required under HIPAA no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 525
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined and required by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall make all commercially reasonable efforts to have such information available to Covered Entity within two (2) business days after receipt of request from Covered Entity, but in no event later than within five (5) calendar days from such request. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of Disclosures. However, Business Associate is not required to provide accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to Disclosures that were made in the six (6) years prior to the request (not including Disclosures that were made prior to the

compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be the same as the term of the Services Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in the Services Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this Agreement and the Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this Section 4.3, upon termination for any reason or

expiration of this Agreement and the Services Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of the Services Agreement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement.

5.4 Regulatory References. A reference in this Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above.

CONTRACTOR:

COUNTY OF LOS ANGELES:

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

EXHIBIT I

**SAFELY SURRENDERED BABY LAW
FOR
PROFESSIONAL SERVICES**

SEPTEMBER 2007

SAFELY SURRENDERED BABY LAW

**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

SAFELY SURRENDERED BABY LAW

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of redaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

SAFELY SURRENDERED BABY LAW

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Wonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

SAFELY SURRENDERED BABY LAW

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT J

COUNTY TRAVEL EXPENSE REIMBURSEMENT RATES

FOR

PROFESSIONAL SERVICES

SEPTEMBER 2007

COUNTY TRAVEL EXPENSE REIMBURSEMENT RATES

EXHIBIT J**COUNTY TRAVEL EXPENSE REIMBURSEMENT RATES**

The Los Angeles, California County Code (Title 5. Personnel) specifies the maximum travel, meal, lodging, and incidental expense reimbursements rates.

Paragraph 5.40.060 Traveling expenses--Travel, lodging and meal cost limitations.

Traveling expenses allowed shall not exceed:

A.1. The actual cost of transportation when by public carrier, if a privately owned vehicle is used to travel to a destination other than one specified in subsection D of Section 5.40.190, at a rate of six cents per mile or the equivalent of the fare via the most appropriate public carrier;

2. If to a destination outside the state and more than 500 miles from headquarters, the equivalent of the fare via the most appropriate public carrier;

3. Effective July 1, 2000, persons permanently assigned to duty on Catalina Island shall be entitled to reimbursement for the cost not to exceed two round trips in any one month by boat to the mainland. Such claim shall be filed with the department on the form(s) required by the department head.

B.1. Lodging \$174.00 per night; breakfast \$10.50; lunch \$13.50 and dinner \$34.00, or not to exceed \$58.00 per day when three meals are purchased upon any one day. The rates set forth in this paragraph shall be subject to annual adjustment by the auditor-controller pursuant to Section 5.40.095 of this Code. Where the cost of a single-occupancy hotel accommodation in a major metropolitan area or capital city, as defined in Section 5.40.090(B), exceeds the limitations set forth in this section and Section 5.40.095, reimbursement may, with prior approval of the Chief Administrative Officer, be made for actual necessary costs of said single-occupancy hotel accommodation, including all taxes, upon presentation to the auditor-controller of a receipt from the hotel concerned.

a. Notwithstanding subsection B.1. above, employees attending a County-sponsored conference will be reimbursed for receipted lodging, plus taxes, when the lodging is contracted by the County sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate at the designated hotel;

b. Notwithstanding subsection B.1. above, employees attending a non-County-sponsored conference will be reimbursed for receipted lodging, plus taxes, when the lodging is contracted by the conference sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate at the designated hotel.

2. Unless approved by the chief administrative officer, meals shall not be allowed in the county of Los Angeles except under the following circumstances:

COUNTY TRAVEL EXPENSE REIMBURSEMENT RATES

- a. Persons permanently assigned to duty on Catalina Island shall be allowed meals and lodging when ordered by the department head to temporary duty elsewhere in the county, provided such persons are required to remain at the temporary work location overnight,
 - b. Persons permanently assigned to duty in the mountains or in the Antelope Valley shall be allowed meals and lodging when ordered by the department head to temporary duty elsewhere in the county, provided such persons are required to remain at the temporary work location overnight,
 - c. Persons permanently assigned to duty other than in the mountains, in the Antelope Valley, on Catalina Island or in the Santa Clarita Valley shall be allowed meals and lodging when ordered by the department head to temporary duty at Catalina Island, in the mountains, in the Antelope Valley, or in the Santa Clarita Valley, provided such persons are required to remain at the temporary work location overnight,
 - d. Legislative representatives of the chief administrative office permanently assigned to duty in Washington, D.C. or Sacramento shall be allowed meals, lodging and transportation expenses in Los Angeles County as approved by the chief administrative officer when ordered by the department head to travel to Los Angeles to consult with county officials,
 - e. Candidates for employment with the county of Los Angeles, special examiners, or subject-matter experts, when they are approved by the chief administrative officer or director of personnel to travel for the examination process;
3. A person traveling by privately owned vehicle or county car shall be allowed actual necessary travel time and meals not to exceed one day each way en route; actual necessary lodging not to exceed one day each way en route if the destination is more than 500 highway miles from headquarters, or as would otherwise be reasonable under the circumstances.
- C. The actual cost of portage, not to exceed \$1.00 per day. (Ord. 2006-0003 § 2, 2006; Ord. 2000-0034 § 1, 2000; Ord. 99-0026 § 3, 1999; Ord. 94-0011U § 1, 1994; Ord. 91-0044 § 4, 1991; Ord. 87-0007 § 2, 1987; Ord. 84-0240 § 2, 1984; Ord. 82-0251 § 1, 1982; Ord. 12108 § 1 (part), 1980; Ord. 12084 § 1, 1980; Ord. 12020 § 1, 1979; Ord. 11327 § 1, 1976; Ord. 11139 § 1, 1975; Ord. 10936 § 1, 1974; Ord. 9729 §§ 1 and 2, 1969; Ord. 9005 §§ 1 and 2, 1966; Ord. 7562 § 1, 1959; Ord. 5867 § 1, 1956; Ord. 5236 § 2 (part), 1948; Ord. 4099 Art. 3 § 48.3, 1942.)

Paragraph 5.40.095 Maximum travel, meal, lodging and incidental expense reimbursement rates.

The auditor-controller shall adjust maximum travel, meal, lodging and incidental expense reimbursement rates based upon annual changes in the National Consumer Price Index (CPI) published by the Bureau of Labor Statistics of the United States Department of Labor. Such adjustments shall be made effective February 1, 1983, based upon the published percentage change in the CPI between December, 1981 and December, 1982. Subsequent adjustments shall be made effective on February 1st of each year thereafter, based upon the published percentage change in the CPI during the preceding calendar year, provided that such percentage change exceeds three percent. If the published percentage change in a calendar year is less than three percent, that percentage change shall be cumulated with the published percentage change in the

COUNTY TRAVEL EXPENSE REIMBURSEMENT RATES

following calendar year(s) until such time as the cumulative percentage change exceeds three percent, at which time adjustments shall be made to reflect the total cumulative percentage change. Such adjustments in maximum travel reimbursement rates shall be rounded to the nearest quarter dollar. (Ord. 82-0251 § 3, 1982.)